



GENERAL SERVICES AGENCY

(Ahensian Setbision Hinirat)

Government of Guam

148 Route 1 Marine Drive, Piti Guam 96915

Tel: 475-1713 * Telefax: 472-4217; 475-1716; 475-1727

Accountability	*	Impartiality	*	Competence	*	Openness	*	Value
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INVITATION FOR BID NO. : GSA-009-13

DESCRIPTION:

Emergency Receiving Home Shelter Services for DPHSS

SPECIAL REMINDER TO PROSPECTIVE BIDDERS

Bidders are reminded to read the Sealed Bid Solicitation and Instructions, and General Terms and Conditions attached to the IFB to ascertain that all of the following requirements checked below are submitted in the bid envelope, in duplicate, at the date and time for bid opening.

(X) BID GUARANTEE (15% of Bid Amount) May be in the form of;
Reference #11 on the General Terms and Conditions

- a. Cashier's Check or Certified Check
- b. Letter of Credit
- c. Surety Bond – Valid only if accompanied by:
 - 1. Current Certificate of Authority issued by the Insurance Commissioner;
 - 2. Power of Attorney issued by the Surety to the Resident General Agent;
 - 3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

() BROCHURES/DESCRIPTIVE LITERATURE;

(X) AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

- a. Date of signature of the person authorized to sign the bid and the notary date must be the same.

(X) OTHER REQUIREMENTS:

Non-Collusion Affidavit, D.O.L. Wage Determination Affidavit, Restriction against Sexual Offenders Affidavit, No Kickbacks or Gratuities Affidavit and Ethical Standards Affidavit, and Affidavit re Contingent Fees

This reminder must be signed and returned in the bid envelope together with the bid. Failure to comply with the above requirements may be cause for disqualification and rejection of the bid.

On this _____ day of _____, 2013, I, _____,

authorized representative of _____ acknowledge receipt of this special reminder to prospective bidders with the above referenced IFB.

Bidder Representative's Signature

Invitation for Bid: GSA-009-13

ACKNOWLEDGEMENT RECEIPT FORM

Please be advised that to be considered a prospective bidder you must fill out this Acknowledgement receipt form. Please submit via email or fax form to euphrasia.lujan@gsa.guam.gov. or fax to 472-4217 / 475-1727

Name	<hr/>
Signature	<hr/>
Date	<hr/>
Time	<hr/>
Contact Number	<hr/>
Fax Number	<hr/>
Contact Person regarding IFB	<hr/>
Title	<hr/>
E-Mail Address	<hr/>
Company/Firm	<hr/>
Address	<hr/>

Note: GSA shall will not be liable for failure to provide notice to any party who did not register contact information.


If you have any questions and concerns in regards to this bid please forward to (tianna.sarrosa@gsa.guam.gov)

NOTE: QUESTIONS MUST BE SUBMITTED NO LATER THAN 1/31/13.

INVITATION FOR BID

ISSUING OFFICE:

GENERAL SERVICES AGENCY
GOVERNMENT OF GUAM
148 ROUTE 1, MARINE DRIVE
PITI, GUAM 96915



CLAUDIA S. ACFALLE
Chief Procurement Officer

DATE ISSUED:

BID INVITATION NO: GSA-009-13

BID FOR: **Emergency Receiving Home Shelter Services for DPHSS**

SPECIFICATION: See Attached

DESTINATION: **Department Of Public Health and Social Services**

REQUIRED DELIVERY DATE: **For a period of nine (9) months, with an option to renewal for additional two (2) years on a year to year base upon availability of funds.**

INSTRUCTION TO BIDDERS:

INDICATE WHETHER: ☐ INDIVIDUAL ☐ PARTNERSHIP ☐ CORPORATION

INCORPORATED IN: _____

This bid shall be submitted in duplicate and sealed to the issuing office above no later than (Time) 10:00A.M Date: 2/8/13 and shall be publicly opened. Bid submitted after the time and date specified above shall be rejected. See attached General Terms and Conditions, and Sealed Bid Solicitation for details.

The undersigned offers and agrees to furnish within the time specified, the articles and services at the price stated opposite the respective items listed on the schedule provided, unless otherwise specified by the bidder. In consideration to the expense of the Government in opening, tabulating, and evaluating this and other bids, and other considerations, the undersigned agrees that this bid remain firm and irrevocable within 60 calendar days from the date opening to supply any or all the items which prices are quoted.

NAME AND ADDRESS OF BIDDER:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS BID:

AWARD: CONTRACT NO.: _____ AMOUNT: _____ DATE: _____

ITEM	NO(S).	AWARDED:

CONTRACTING OFFICER:

CLAUDIA S. ACFALLE
Chief Procurement Officer

NAME AND ADDRESS OF CONTRACTOR:

SIGNATURE AND TITLE OF PERSON
AUTHORIZED TO SIGN THIS CONTRACT:

AFFIDAVIT RE ETHICAL STANDARDS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

_____ [state name of affiant signing below], being first duly sworn,
deposes and says that:

The affiant is _____ [state one of the following: *the offeror, a partner of the offeror, an officer of the offeror*] making the foregoing identified bid or proposal. To the best of affiant's knowledge, neither affiant nor any officers, representatives, agents, subcontractors or employees of offeror have knowingly influenced any government of Guam employee to breach any of the ethical standards set forth in 5 GCA Chapter 5, Article 11. Further, affiant promises that neither he or she, nor any officer, representative, agent, subcontractor, or employee of offeror will knowingly influence any government of Guam employee to breach any ethical standards set forth in 5 GCA Chapter 5, Article 11. These statements are made pursuant to 2 GAR Division 4 § 11103(b).

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this _____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT re NO GRATUITIES or KICKBACKS

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

_____ [state name of affiant signing below], being first
duly sworn, deposes and says that:

1. The name of the offering firm or individual is [state name of offeror company]
_____. Affiant is _____ [state one of
the following: the offeror, a partner of the offeror, an officer of the offeror] making the foregoing identified bid or
proposal.

2. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives,
agents, subcontractors, or employees have violated, are violating the prohibition against gratuities and
kickbacks set forth in 2 GAR Division 4 § 11107(e). Further, affiant promises, on behalf of offeror, not to
violate the prohibition against gratuities and kickbacks as set forth in 2 GAR Division 4 § 11107(e).

3. To the best of affiant's knowledge, neither affiant, nor any of the offerors officers, representatives,
agents, subcontractors, or employees have offered, given or agreed to give, any government of Guam
employee or former government employee, any payment, gift, kickback, gratuity or offer of employment in
connection with the offerors proposal.

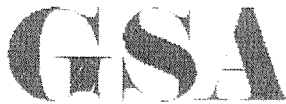
4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the
offerors officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

Eddie Baza Calvo
Governor



Benita Manglona
Director, Dept. of Admin.

GENERAL SERVICES AGENCY
Government of Guam
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Ray Tenorio
Lt. Governor

Anthony C. Blaz
Deputy Director

Special Provisions

**Restriction against Sex Offenders Employed by service providers to
Government of Guam from working on Government Property.**

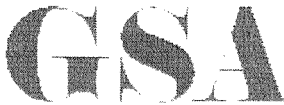
If a contract for services is awarded to the bidder or offeror, then the service provider must warranty that no person in its employment who has been convicted of a sex offense under the provisions of chapter 25 of Title 9 of Guam code Annotated or of an offense defined in Article 2 of chapter 28 of Title 9 of the Guam Code annotated, or who has been convicted in any other jurisdiction of an offense with the same elements as heretofore defined, or who is listed on the Sex Offender Registry, shall provide services on behalf of the service provider while on government of Guam property, with the exception of public highways. If any employee of a service provider is providing services on government property and is convicted subsequent to an award of a contract, then the service provider warrants that it will notify the Government of the conviction within twenty-four (24) hours of the conviction, and will immediately remove such convicted person from providing services on government property. If the service provider is found to be in violation of any of the provisions of this paragraph, then the government will give notice to the service provider to take corrective action. The service provider shall take corrective action within twenty-four (24) hours of notice from the Government, and the service provider shall notify the Government when action has been taken. If the service providers fail to take corrective steps within twenty-four (24) hours of notice from the Government, then the Government in its sole discretion may suspend temporarily and contract for services until corrective action has been taken.

_____ Signature of Bidder	_____ Date
Proposer, if an individual;	
Partner, if a partnership;	
Officer, if a corporation.	

Subscribed and sworn before me this _____ day of _____, 2012

Notary Public

Eddie Baza Calvo
Governor



Benita Manglona
Director, Dept. of Admin.

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Piti, Guam 96915

Ray Tenorio
Lt. Governor

Anthony C. Blaz
Deputy Director

FORM E
DECLARATION RE COMPLIANCE WITH U.S. D.O.L. WAGE DETERMINATION

Procurement No: GSA-009-13

Name of Offeror Company: _____ hereby
certifies under penalty of perjury:

- (1) That I am _____ (the offeror, a partner of the offeror,
an officer of the offeror) making the bid or proposal in the foregoing identified
procurement;
- (2) That I have read and understand the provisions of 5 GCA § 5801 and § 5802 which
read:

§ 5801. Wage Determination Established.

In such cases where the government of Guam enters into contractual arrangements with a sole proprietorship, a partnership or a corporation ("contractor") for the provision of a service to the government of Guam, and in such cases where the contractor employs a person(s) whose purpose, in whole or in part, is the direct delivery of service contracted by the government of Guam, then the contractor shall pay such employee(s) in accordance with the Wage Determination for Guam and the Northern Mariana Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct delivery of contract deliverables to the government of Guam.

The Wage Determination most recently issued by the U.S. Department of Labor at the time a contract is awarded to a contractor by the government of Guam shall be used to determine wages, which shall be paid to employees pursuant to this Article. Should any contract contain a renewal clause, then at the time of renewal adjustments, there shall be made stipulations contained in that contract for applying the Wage Determination, as required by this Article, so that the Wage Determination promulgated by the U.S. Department of Labor on a date most recent to the renewal date shall apply.

§ 5802. Benefits.

In addition to the Wage Determination detailed in this Article, any contract to which this Article applies shall also contain provisions mandating health and similar benefits for employees covered by this Article, such benefits having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor, and shall contain provisions guaranteeing a minimum of ten (10) paid holidays per annum per employee.

- (3) That the offeror is in full compliance with 5 GCA § 5801 and § 5802, as may be applicable to the procurement referenced herein;
- (4) That I have attached the most recent wage determination applicable to Guam issued by the U.S. Department of Labor. [INSTRUCTIONS – Please attach!]

Signature

Date

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT By direction of the Secretary of Labor	U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
Diane C. Koplewski Division of Director Wage Determinations	Wage Determination No.: 2005-2147 Revision No.: 14 Date Of Revision: 06/13/2012

States: Guam, Northern Marianas, Wake Island

Area: Guam Statewide
Northern Marianas Statewide
Wake Island Statewide

Fringe Benefits Required Follow the Occupational Listing		
OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		12.50
01012 - Accounting Clerk II		13.53
01013 - Accounting Clerk III		15.59
01020 - Administrative Assistant		17.67
01040 - Court Reporter		15.38
01051 - Data Entry Operator I		10.48
01052 - Data Entry Operator II		11.99
01060 - Dispatcher, Motor Vehicle		13.06
01070 - Document Preparation Clerk		12.25
01090 - Duplicating Machine Operator		12.25
01111 - General Clerk I		10.29
01112 - General Clerk II		11.28
01113 - General Clerk III		12.32
01120 - Housing Referral Assistant		17.15
01141 - Messenger Courier		10.12
01191 - Order Clerk I		11.23
01192 - Order Clerk II		12.25
01261 - Personnel Assistant (Employment) I		14.33
01262 - Personnel Assistant (Employment) II		14.90
01263 - Personnel Assistant (Employment) III		16.48
01270 - Production Control Clerk		18.34
01280 - Receptionist		9.67
01290 - Rental Clerk		11.10
01300 - Scheduler, Maintenance		13.75
01311 - Secretary I		13.75
01312 - Secretary II		15.38
01313 - Secretary III		17.15
01320 - Service Order Dispatcher		11.57
01410 - Supply Technician		17.67
01420 - Survey Worker		15.26
01531 - Travel Clerk I		11.61
01532 - Travel Clerk II		12.57
01533 - Travel Clerk III		13.44
01611 - Word Processor I		12.25
01612 - Word Processor II		13.75
01613 - Word Processor III		15.38
05000 - Automotive Service Occupations		
05005 - Automobile Body Repairer, Fiberglass		13.34
05010 - Automotive Electrician		13.06
05040 - Automotive Glass Installer		12.10
05070 - Automotive Worker		12.10
05110 - Mobile Equipment Servicer		8.59
05130 - Motor Equipment Metal Mechanic		13.06
05160 - Motor Equipment Metal Worker		12.10
05190 - Motor Vehicle Mechanic		13.06
05220 - Motor Vehicle Mechanic Helper		10.12
05250 - Motor Vehicle Upholstery Worker		12.10
05280 - Motor Vehicle Wrecker		12.10
05310 - Painter, Automotive		12.37
05340 - Radiator Repair Specialist		12.10
05370 - Tire Repairer		7.81
05400 - Transmission Repair Specialist		12.10

07000 - Food Preparation And Service Occupations		
07010 - Baker	10.47	
07041 - Cook I	9.54	
07042 - Cook II	11.78	
07070 - Dishwasher	7.25	
07130 - Food Service Worker	7.78	
07210 - Meat Cutter	11.86	
07260 - Waiter/Waitress	7.59	
09000 - Furniture Maintenance And Repair Occupations		
09010 - Electrostatic Spray Painter	14.38	
09040 - Furniture Handler	8.85	
09080 - Furniture Refinisher	14.38	
09090 - Furniture Refinisher Helper	10.66	
09110 - Furniture Repairer, Minor	12.51	
09130 - Upholsterer	14.38	
11000 - General Services And Support Occupations		
11030 - Cleaner, Vehicles	8.23	
11060 - Elevator Operator	8.23	
11090 - Gardener	10.99	
11122 - Housekeeping Aide	8.33	
11150 - Janitor	8.23	
11210 - Laborer, Grounds Maintenance	9.14	
11240 - Maid or Houseman	7.25	
11260 - Pruner	8.23	
11270 - Tractor Operator	10.33	
11330 - Trail Maintenance Worker	9.14	
11360 - Window Cleaner	9.14	
12000 - Health Occupations		
12010 - Ambulance Driver	15.81	
12011 - Breath Alcohol Technician	15.81	
12012 - Certified Occupational Therapist Assistant	21.70	
12015 - Certified Physical Therapist Assistant	21.70	
12020 - Dental Assistant	13.20	
12025 - Dental Hygienist	29.85	
12030 - EKG Technician	23.96	
12035 - Electroneuro-diagnostic Technologist	23.96	
12040 - Emergency Medical Technician	15.81	
12071 - Licensed Practical Nurse I	14.14	
12072 - Licensed Practical Nurse II	15.81	
12073 - Licensed Practical Nurse III	17.63	
12100 - Medical Assistant	11.54	
12130 - Medical Laboratory Technician	14.14	
12160 - Medical Record Clerk	11.82	
12190 - Medical Record Technician	13.59	
12195 - Medical Transcriptionist	14.14	
12210 - Nuclear Medicine Technologist	34.75	
12221 - Nursing Assistant I	10.03	
12222 - Nursing Assistant II	11.30	
12223 - Nursing Assistant III	12.31	
12224 - Nursing Assistant IV	13.84	
12235 - Optical Dispenser	15.81	
12236 - Optical Technician	14.14	
12250 - Pharmacy Technician	13.41	
12280 - Phlebotomist	13.84	
12305 - Radiologic Technologist	22.64	
12311 - Registered Nurse I	20.70	
12312 - Registered Nurse II	25.32	
12313 - Registered Nurse II, Specialist	25.32	
12314 - Registered Nurse III	30.64	
12315 - Registered Nurse III, Anesthetist	30.64	
12316 - Registered Nurse IV	36.72	
12317 - Scheduler (Drug and Alcohol Testing)	19.59	
13000 - Information And Arts Occupations		
13011 - Exhibits Specialist I	15.06	
13012 - Exhibits Specialist II	18.66	
13013 - Exhibits Specialist III	22.83	
13041 - Illustrator I	15.06	
13042 - Illustrator II	18.66	
13043 - Illustrator III	22.83	
13047 - Librarian	20.66	
13050 - Library Aide/Clerk	12.00	
13054 - Library Information Technology Systems Administrator	18.66	
13058 - Library Technician	15.06	
13061 - Media Specialist I	13.46	

13062 - Media Specialist II	15.06
13063 - Media Specialist III	16.80
13071 - Photographer I	12.82
13072 - Photographer II	14.32
13073 - Photographer III	17.75
13074 - Photographer IV	21.73
13075 - Photographer V	26.30
13110 - Video Teleconference Technician	12.91
14000 - Information Technology Occupations	
14041 - Computer Operator I	13.65
14042 - Computer Operator II	15.76
14043 - Computer Operator III	17.56
14044 - Computer Operator IV	19.50
14045 - Computer Operator V	21.81
14071 - Computer Programmer I (see 1)	15.73
14072 - Computer Programmer II (see 1)	19.50
14073 - Computer Programmer III (see 1)	23.84
14074 - Computer Programmer IV (see 1)	
14101 - Computer Systems Analyst I (see 1)	24.23
14102 - Computer Systems Analyst II (see 1)	
14103 - Computer Systems Analyst III (see 1)	
14150 - Peripheral Equipment Operator	13.65
14160 - Personal Computer Support Technician	19.50
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	24.23
15020 - Aircrew Training Devices Instructor (Rated)	29.32
15030 - Air Crew Training Devices Instructor (Pilot)	33.30
15050 - Computer Based Training Specialist / Instructor	24.23
15060 - Educational Technologist	22.82
15070 - Flight Instructor (Pilot)	33.30
15080 - Graphic Artist	20.47
15090 - Technical Instructor	17.65
15095 - Technical Instructor/Course Developer	21.58
15110 - Test Proctor	13.87
15120 - Tutor	13.87
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	8.08
16030 - Counter Attendant	8.08
16040 - Dry Cleaner	9.34
16070 - Finisher, Flatwork, Machine	8.08
16090 - Presser, Hand	8.08
16110 - Presser, Machine, Dry-cleaning	8.08
16130 - Presser, Machine, Shirts	8.08
16160 - Presser, Machine, Wearing Apparel, Laundry	8.08
16190 - Sewing Machine Operator	9.86
16220 - Tailor	10.33
16250 - Washer, Machine	8.46
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	14.49
19040 - Tool And Die Maker	18.20
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	12.49
21030 - Material Coordinator	18.34
21040 - Material Expediter	18.34
21050 - Material Handling Laborer	10.65
21071 - Order Filler	9.66
21080 - Production Line Worker (Food Processing)	12.49
21110 - Shipping Packer	13.33
21130 - Shipping/Receiving Clerk	13.33
21140 - Store Worker I	13.23
21150 - Stock Clerk	18.58
21210 - Tools And Parts Attendant	12.49
21410 - Warehouse Specialist	12.49
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	20.69
23021 - Aircraft Mechanic I	19.70
23022 - Aircraft Mechanic II	20.69
23023 - Aircraft Mechanic III	21.74
23040 - Aircraft Mechanic Helper	13.70
23050 - Aircraft, Painter	18.50
23060 - Aircraft Servicer	16.09
23080 - Aircraft Worker	17.38

23110 - Appliance Mechanic	14.49
23120 - Bicycle Repairer	9.74
23125 - Cable Splicer	15.43
23130 - Carpenter, Maintenance	13.00
23140 - Carpet Layer	13.55
23160 - Electrician, Maintenance	14.99
23181 - Electronics Technician Maintenance I	14.72
23182 - Electronics Technician Maintenance II	15.05
23183 - Electronics Technician Maintenance III	18.31
23260 - Fabric Worker	12.60
23290 - Fire Alarm System Mechanic	15.43
23310 - Fire Extinguisher Repairer	11.67
23311 - Fuel Distribution System Mechanic	15.43
23312 - Fuel Distribution System Operator	13.01
23370 - General Maintenance Worker	11.95
23380 - Ground Support Equipment Mechanic	19.70
23381 - Ground Support Equipment Servicer	16.09
23382 - Ground Support Equipment Worker	17.38
23391 - Gunsmith I	11.67
23392 - Gunsmith II	13.55
23393 - Gunsmith III	15.43
23410 - Heating, Ventilation And Air Conditioning Mechanic	15.76
23411 - Heating, Ventilation And Air Conditioning Mechanic (Research Facility)	16.55
23430 - Heavy Equipment Mechanic	15.15
23440 - Heavy Equipment Operator	13.73
23460 - Instrument Mechanic	15.43
23465 - Laboratory/Shelter Mechanic	14.49
23470 - Laborer	10.65
23510 - Locksmith	14.49
23530 - Machinery Maintenance Mechanic	17.38
23550 - Machinist, Maintenance	15.43
23580 - Maintenance Trades Helper	9.92
23591 - Metrology Technician I	15.43
23592 - Metrology Technician II	16.41
23593 - Metrology Technician III	17.37
23640 - Millwright	15.43
23710 - Office Appliance Repairer	14.38
23760 - Painter, Maintenance	13.55
23790 - Pipefitter, Maintenance	15.32
23810 - Plumber, Maintenance	14.38
23820 - Pneudraulic Systems Mechanic	15.43
23850 - Rigger	15.43
23870 - Scale Mechanic	13.55
23890 - Sheet-Metal Worker, Maintenance	15.21
23910 - Small Engine Mechanic	13.55
23931 - Telecommunications Mechanic I	19.01
23932 - Telecommunications Mechanic II	19.76
23950 - Telephone Lineman	18.24
23960 - Welder, Combination, Maintenance	14.66
23965 - Well Driller	15.43
23970 - Woodcraft Worker	15.43
23980 - Woodworker	11.67
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	10.09
24580 - Child Care Center Clerk	12.58
24610 - Chore Aide	12.43
24620 - Family Readiness And Support Services Coordinator	12.44
24630 - Homemaker	16.12
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	15.43
25040 - Sewage Plant Operator	14.49
25070 - Stationary Engineer	15.43
25190 - Ventilation Equipment Tender	10.73
25210 - Water Treatment Plant Operator	14.49
27000 - Protective Service Occupations	
27004 - Alarm Monitor	10.90
27007 - Baggage Inspector	7.35
27008 - Corrections Officer	12.05
27010 - Court Security Officer	12.05
27030 - Detection Dog Handler	10.90

27040 - Detention Officer	12.05
27070 - Firefighter	12.05
27101 - Guard I	7.37
27102 - Guard II	10.90
27131 - Police Officer I	12.05
27132 - Police Officer II	13.40
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	9.53
28042 - Carnival Equipment Repairer	10.08
28043 - Carnival Equipment Worker	7.78
28210 - Gate Attendant/Gate Tender	13.18
28310 - Lifeguard	11.01
28350 - Park Attendant (Aide)	14.74
28510 - Recreation Aide/Health Facility Attendant	10.76
28515 - Recreation Specialist	18.26
28630 - Sports Official	11.74
28690 - Swimming Pool Operator	17.71
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	15.20
29020 - Hatch Tender	15.20
29030 - Line Handler	15.20
29041 - Stevedore I	14.22
29042 - Stevedore II	16.25
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	35.77
30011 - Air Traffic Control Specialist, Station (HFO)(see 2)	24.66
30012 - Air Traffic Control Specialist, Terminal(HFO) (see 2)	27.16
30021 - Archeological Technician I	17.49
30022 - Archeological Technician II	19.56
30023 - Archeological Technician III	24.21
30030 - Cartographic Technician	23.18
30040 - Civil Engineering Technician	21.93
30061 - Drafter/CAD Operator I	17.49
30062 - Drafter/CAD Operator II	19.56
30063 - Drafter/CAD Operator III	20.74
30064 - Drafter/CAD Operator IV	24.21
30081 - Engineering Technician I	14.62
30082 - Engineering Technician II	16.41
30083 - Engineering Technician III	18.36
30084 - Engineering Technician IV	22.34
30085 - Engineering Technician V	27.83
30086 - Engineering Technician VI	33.66
30090 - Environmental Technician	21.10
30210 - Laboratory Technician	20.74
30240 - Mathematical Technician	23.34
30361 - Paralegal/Legal Assistant I	19.06
30362 - Paralegal/Legal Assistant II	21.53
30363 - Paralegal/Legal Assistant III	26.35
30364 - Paralegal/Legal Assistant IV	30.80
30390 - Photo-Optics Technician	21.93
30461 - Technical Writer I	22.17
30462 - Technical Writer II	27.10
30463 - Technical Writer III	32.79
30491 - Unexploded Ordnance (UXO) Technician I	22.74
30492 - Unexploded Ordnance (UXO) Technician II	27.51
30493 - Unexploded Ordnance (UXO) Technician III	32.97
30494 - Unexploded (UXO) Safety Escort	22.74
30495 - Unexploded (UXO) Sweep Personnel	22.74
30620 - Weather Observer, Combined Upper Air Or (see 2)	20.74
Surface Programs	
30621 - Weather Observer, Senior (see 2)	23.00
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	8.15
31030 - Bus Driver	9.69
31043 - Driver Courier	8.97
31260 - Parking and Lot Attendant	7.25
31290 - Shuttle Bus Driver	9.99
31310 - Taxi Driver	8.21
31361 - Truck Driver, Light	8.97
31362 - Truck Driver, Medium	11.61
31363 - Truck Driver, Heavy	12.48
31364 - Truck Driver, Tractor-Trailer	12.48
99000 - Miscellaneous Occupations	
99030 - Cashier	7.46
99050 - Desk Clerk	9.70
99095 - Embalmer	22.74
99251 - Laboratory Animal Caretaker I	16.24
99252 - Laboratory Animal Caretaker II	17.04

99310 - Mortician	22.74
99410 - Pest Controller	13.28
99510 - Photofinishing Worker	11.95
99710 - Recycling Laborer	10.76
99711 - Recycling Specialist	16.27
99730 - Refuse Collector	10.24
99810 - Sales Clerk	8.95
99820 - School Crossing Guard	15.03
99830 - Survey Party Chief	20.30
99831 - Surveying Aide	11.54
99832 - Surveying Technician	15.00
99840 - Vending Machine Attendant	20.19
99841 - Vending Machine Repairer	23.57
99842 - Vending Machine Repairer Helper	20.19

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.71 per hour or \$148.40 per week or \$643.07 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; and 4 weeks after 3 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all Occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

- (1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;
- (2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;
- (3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or
- (4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A links to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C)(vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.
- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Eddie Baza Calvo
Governor



Benita Manglona
Director, Dept. of Admin.

GENERAL SERVICES AGENCY
Government of Guam
148 Route 1 Marine Drive Corp
Piti, Guam 96915

Ray Tenorio
Lt. Governor

Anthony C. Blaz
Deputy Director

AFFIDAVIT re NON-COLLUSION

TERRITORY OF GUAM)
) ss.
HAGATNA, GUAM)

_____[*state name of affiant signing below*], being first duly sworn,
deposes and says that:

1. The name of the offering company or individual is [*state name of company*]
_____.

2. The proposal for the solicitation identified above is genuine and not collusive or a sham. The offeror has not colluded, conspired, connived or agreed, directly or indirectly, with any other offeror or person, to put in a sham proposal or to refrain from making an offer. The offeror has not in any manner, directly or indirectly, sought by an agreement or collusion, or communication or conference, with any person to fix the proposal price of offeror or of any other offeror, or to fix any overhead, profit or cost element of said proposal price, or of that of any other offeror, or to secure any advantage against the government of Guam or any other offeror, or to secure any advantage against the government of Guam or any person interested in the proposed contract. All statements in this affidavit and in the proposal are true to the best of the knowledge of the undersigned. This statement is made pursuant to 2 GAR Division 4 § 3126(b).

3. I make this statement on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____, _____.

AFFIDAVIT DISCLOSING OWNERSHIP and COMMISSION

TERRITORY OF GUAM)
) SS:
HAGATNA, GUAM)

A. I, the undersigned, being first duly sworn, depose and say that I am an authorized representative of the offeror and that [please check only one]:

[] The offeror is an individual or sole proprietor and owns the entire (100%) interest in the offering business.

[] The offeror is a corporation, partnership, joint venture, or association known as _____ [please state name of offeror company], and the persons, companies, partners, or joint venturers who have held more than 10% of the shares of interest in the offering business during the 365 days immediately preceding the submission date of the proposal are as follows [if none, please so state]

<u>Name</u>	<u>Address</u>	<u>% of Interest</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

B. Further, I say that the persons who have received or are entitled to receive a commission, gratuity or other compensation for procuring or assisting in obtaining business related to the bid or proposal for which this affidavit is submitted are as follows [if none, please so state]:

<u>Name</u>	<u>Address</u>	<u>Compensation</u>
_____	_____	_____

C. If the ownership of the offering business should change between the time this affidavit is made and the time an award is made or a contract is entered into, then I promise personally to update the disclosure required by 5 GCA §5233 by delivering another affidavit to the government.

Signature of one of the following:
Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__.

NOTARY PUBLIC
My commission expires _____

AFFIDAVIT re CONTINGENT FEES

TERRITORY OF GUAM)
) SS:
HAGATNA, GUAM)

_____ [state name of affiant signing below], being first sworn,
deposes and says that:

1. The name of the offering company or individual is [state name of company]

2. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

3. As a part of the offering company's bid or proposal, to the best of my knowledge, the offering company has not retained a person to solicit or secure a contract with the government of Guam upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business. This statement is made pursuant to 2 GAR Division 4 § 11108(f).

4. I make these statements on behalf of myself as a representative of the offeror, and on behalf of the offeror's officers, representatives, agents, subcontractors, and employees.

Signature of one of the following:

Offeror, if the offeror is an individual;
Partner, if the offeror is a partnership;
Officer, if the offeror is a corporation.

Subscribed and sworn to before me
this ____ day of _____, 201__

NOTARY PUBLIC
My commission expires_____

GOVERNMENT OF GUAM

GENERAL SERVICES AGENCY
148 Route 1, Marine Corp. Drive
Piti, Guam 96915

BID BOND
NO. _____

KNOW ALL MEN BY THESE PRESENTS that _____, as Principal hereinafter called the Principal, and (Bonding Company), _____ A duly admitted insurer under the laws of the Territory of Guam, as Surety, hereinafter called the Surety are Held firmly bound unto the Territory of Guam for the sum of _____ Dollars (\$ _____), for Payment of which sum will and truly to be made, the said Principal and the said Surety bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for (identify project by number and brief description)

NOW, THEREFORE, if the Territory of Guam shall accept the bid of the Principal and the Principal shall enter into a Contract with the Territory of Guam in accordance with the terms of such bid, and give such bond or bonds as may be specified in bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Territory of Guam the difference not to exceed the penalty hereof between the amounts specified in said bid and such larger amount for which the Territory of Guam may in good faith contract with another party to perform work covered by said bid or an appropriate liquidated amount as specified in the Invitation for Bids then this obligation shall be null and void, otherwise to remain full force and effect.

Signed and sealed this _____ day of _____ 2012

(PRINCIPAL) (SEAL)

(WITNESS)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(MAJOR OFFICER OF SURETY)

(TITLE)

(RESIDENT GENERAL AGENT)

INSTRUCTION TO PROVIDERS:

NOTICE to all Insurance and Bonding Institutions:

The Bond requires the signatures of the Vendor, two (2) major Officers of the Surety and Resident General Agent, if the Surety is a foreign or alien surety.

When the form is submitted to General Services Agency, it should be accompanied with copies of The following:

1. Current Certificate of Authority to do business on Guam issued by the Department of Revenue and Taxation.
2. Power of Attorney issued by the Surety to the Resident General Agent.
3. Power of Attorney issued by two (2) major officers of the Surety to whoever is signing on their behalf.

Bonds, submitted as Bid Guarantee, without signatures and supporting documents are invalid and Bids will be rejected.

**GOVERNMENT OF GUAM
GENERAL TERMS AND CONDITIONS**

SEALED BID SOLICITATION AND AWARD

Only those Boxes checked below are applicable to this bid.

- [X] 1. **AUTHORITY:** This solicitation is issued subject to all the provision of the Guam Procurement Act (5GCA, Chapter 5) and the Guam Procurement Regulations (copies of both are available at the Office of the Complier of laws, Department of Law, copies available for inspection at General Services Agency). It requires all parties involved in the Preparation, negotiation, performance, or administration of contracts to act in good faith.
- [X] 2. **GENERAL INTENTION:** Unless otherwise specified, it is the declared and acknowledged intention and meaning of these General Terms and conditions for the bidder to provide the Government of Guam (Government) with specified services or with materials, supplies or equipment completely assembled and ready for use.
- [X] 3. **TAXES:** Bidders are cautioned that they are subject to Guam Income Taxes as well as all other taxes on Guam Transactions. Specific information on taxes may be obtained from the Director of Revenue and Taxation.
- [X] 4. **LICENSING:** Bidders are cautioned that the Government will not consider for award any offer submitted by a bidder who has not complied with the Guam Licensing Law. Specific information on licenses may be obtained from the Director of Revenue and Taxation.
- [X] 5. **LOCAL PROCUREMENT PREFERENCE:** All procurement of supplies and services where possible, will be made from among businesses licensed to do business on Guam in accordance with section 5008 of the Guam Procurement Act (5GCA, Chapter 5) and Section 1-104 of the Guam Procurement Regulations.
- [X] 6. **COMPLIANCE WITH SPECIFICATIONS AND OTHER SOLICITATION REQUIREMENTS:**
Bidders shall comply with all specifications and other requirements of the Solicitation.
- [] 7. **“ALL OR NONE” BIDS:** NOTE: By checking this item, the Government is requesting all of the bid items to be bided or none at all.
The Government will not award on an itemized basis.
- [X] 8. **INDEPENDENT PRICE DETERMINATION:** The bidder, upon signing the Invitation for Bid, certifies that the prices in his bid were derived at without collusion, and acknowledge that collusion and anti-competitive practices are prohibited by law. Violations will be subject to the provision of Section 5651 of that of the Guam Procurement Act. Other existing civil, criminal or administrative remedies are not impaired and may be in addition to the remedies in Section 5651 of the Government code.
- [X] 9. **BIDDER’S PRICE:** The Government will consider not more than two (2) (Basic and Alternate) item prices and the bidder shall explain fully each price if supplies, materials, equipment, and/or specified services offered comply with specifications and the products origin. Where basic or alternate bid meets the minimum required specification, cost and other factors will be considered. Failure to explain this requirement will result in rejection of the bid.
- [X] 10. **BID ENVELOPE:** Envelope shall be sealed and marked with the bidder’s name, Bid number, time, date and place of Bid Opening.
- [X] 11. **BID GUARANTEE REQUIREMENT:** Bidder is required to submit a Bid Guarantee Bond or standby irrevocable Letter of Credit or Certified Check or Cashier’s Check in the same bid envelope to be held by the Government pending award. The Bid Guarantee Bond, Letter of Credit, Certified Check or Cashier’s Check must be issued by any local surety or banking institution licensed to do business on Guam and made payable to the Treasure of Guam in the amount of fifteen percent (15%) of his highest total bid offer. The Bid Bond must be submitted on Government Standard Form BB-1 (copy enclosed). Personal Checks will not be accepted as Bid Guarantee. If a successful Bidder (contractor) withdraws from the bid or fails to enter into contract within the prescribed time, such Bid guarantee will be forfeited to the Government of Guam. Bids will be disqualified if not accompanied by Bid Bond, Letter of Credit, Certified Check or Cashier’s check. Bidder must include in his/her bid, valid copies of a Power of Attorney from the Surety and a Certificate of Authority from the Government of Guam to show proof that the surety company named on the bond instrument is authorized by the Government of Guam and qualified to do business on Guam. For detailed information on bonding matters, contact the Department of Revenue and Taxation. Failure to submit a valid Power of Attorney and Certificate of Authority on the surety is cause for rejection of bid. **Pursuant to 5 GCA § 5212, all competitive sealed bidding for the procurement of supplies or services exceeding \$25,000.00 a 15% Bid Security of the total bid price must accompany the bid package. The bid bond, Letter of Credit, Certified Check or Cashier’s Check will serve as Bid Security for this procurement.**
- [X] 12. **PERFORMANCE GUARANTEE:** Bidders who are awarded a contract under this solicitation, guarantee that goods will be delivered or required services performed within the time specified. Failure to perform the contract in a satisfactory manner may be cause for suspension or debarment from doing business with the Government of Guam. In addition, the Government will hold the Vendor liable and will enforce the requirements as set forth in Section 40 of these General Terms and Conditions.
- [X] 13. **SURETY BONDS:** Bid and Bid Bonds coverage must be signed or countersigned in Guam by a foreign or alien surety’s resident general agent. The surety must be an Insurance Company, authorized by the government of Guam and qualified to do business in Guam. Bids will be disqualified if the Surety Company does not have a valid Certificate of Authority from the Government of Guam to conduct business in Guam.
- [X] 14. **COMPETENCY OF BIDDERS:** Bids will be considered only from the such bidders who, in the opinion of the Government, can show evidence of their ability, experience, equipment, and facilities to render satisfactory service.
- [X] 15. **DETERMINATION OF RESPONSIBILITY OF BIDDERS:** The Chief Procurement Officer reserves the right for securing from bidders information to determine whether or not they are responsible and to inspect plant site, place of business; and supplies and services as necessary to determine their responsibility in accordance with Section 15 of these General Terms and Conditions.
(2 GAR, Div. 4 § 3116)

[X] 16. **STANDARD FOR DETERMINATION OF LOWEST RESPONSIBLE BIDDER:**

In determining the lowest responsible offer, the Chief Procurement Officer shall be guided by the following:

- a) Price of items offered.
- b) The ability, capacity, and skill of the Bidder to perform.
- c) Whether the Bidder can perform promptly or within the specified time.
- d) The quality of performance of the Bidder with regards to awards previously made to him.
- e) The previous and existing compliance by the Bidder with laws and regulations relative to procurement.
- f) The sufficiency of the financial resources and ability of the Bidder to perform.
- g) The ability of the bidder to provide future maintenance and services for the subject of the award.
- h) The compliance with all of the conditions to the Solicitation.

[X] 17. **TIE BIDS:** If the bids are for the same unit price or total amount in the whole or in part, the Chief Procurement Officer will determine award based on 2 GAR, Div. 4, § 3109(o) (2) or to reject all such bids.

[] 18. **BRAND NAMES:** Any reference in the Solicitation to manufacturer's Brand Names and number is due to lack of a satisfactory specification of commodity description. Such preference is intended to be descriptive, but not restrictive and for the sole purpose of indicating prospective bidders a description of the article or services that will be satisfactory. Bids on comparable items will be considered provided the bidder clearly states in his bid the exact articles he is offering and how it differs from the original specification.

[] 19. **DESCRIPTIVE LITERATURE:** Descriptive literature(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The literature furnished must clearly identify the item(s) in the Bid. The descriptive literature is required to establish, for the purpose of evaluation and award, details of the product(s) the bidder proposes to furnish including design, materials, components, performance characteristics, methods of manufacture, construction, assembly or other characteristics which are considered appropriate. Rejection of the Bid will be required if the descriptive literature(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the descriptive literature(s) by the time specified in the Solicitation will require rejection of the bid.

[] 20. **SAMPLES:** Sample(s) of item(s) as specified in this solicitation must be furnished as a part of the bid and must be received at the date and time set for opening Bids. The sample(s) should represent exactly what the bidder proposes to furnish and will be used to determine if the item(s) offered complies with the specifications. Rejection of the Bid will be required if the sample(s) do not show that the product(s) offered conform(s) to the specifications and other requirements of this solicitation. Failure to furnish the sample(s) by the time specified in the Solicitation will require rejection of the Bid.

[] 21. **LABORATORY TEST:** Successful bidder is required to accompany delivery of his goods with a Laboratory Test Report indicating that the product he is furnishing the Government meets with the specifications. This report is on the bidder's account and must be from a certified Testing Association.

[X] 22. **AWARD, CANCELLATION, & REJECTION:** Award shall be made to the lowest responsible and responsive bidder, whose bid is determined to be the most advantageous to the Government, taking into consideration the evaluation factors set forth in this solicitation. No other factors or criteria shall be used in the evaluation. The right is reserved as the interest of the Government may require to waive any minor irregularity in bid received. The Chief Procurement Officer shall have the authority to award, cancel, or reject bids, in whole or in part for any one or more items if he determines it is in the public interest. Award issued to the lowest responsible bidder within the specified time for acceptance as indicated in the solicitation, results in a bidding contract without further action by either party. In case of a error in the extension of prices, unit price will govern. It is the policy of the Government to award contracts to qualified local bidders. The Government reserves the right to increase or decrease the quantity of the items for award and make additional awards for the same type items and the vendor agrees to such modifications and additional awards based on the bid prices for a period of thirty (30) days after original award. No. award shall be made under this solicitation which shall require advance payment or irrevocable letter of credit from the government (2 GAR, Div.4 §1103).

[] 23. **MARKING:**Each outside container shall be marked with the Purchase Order number, item number, brief item description and quantity. Letter marking shall not be less than 3/4" in height.

[] 24. **SCHEDULE FOR DELIVERY:** Successful bidder shall notify the General Services Agency, Telephone Nos. 475-1707 or 475-713, at least twenty-four (24) hours before delivery of any item under this solicitation.

[] 25. **BILL OF SALE:** Successful supplier shall render Bills of Sale for each item delivered under this contract. Failure to comply with this requirement will result in rejection of delivery. The Bill of Sale must accompany the items delivered but will not be considered as an invoice for payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[] 26. **MANUFACTURER'S CERTIFICATE:** Successful bidder is required, upon delivery of any item under this contract, to furnish a certificate from the manufacturer indication that the goods meet the specifications. Failure to comply with this request will result in rejection of delivery payment. Supplier shall bill the Government in accordance with billing instructions as indicated on the Purchase Order.

[X] 27. **INSPECTION:** All supplies, materials, equipment, or services delivered under this contract shall be subject to the inspection and/or test conducted by the Government at destination. If in any case the supplies, materials, equipment, or service are found to be defective in material, workmanship, performance, or otherwise do not conform with the specifications, the Government shall have the right to reject the items or require that they be corrected. The number of days required for correction will be determined by the Government.

[] 28. **MOTOR VEHICLE SAFETY REQUIREMENTS:** The Government will only consider Bids on motor vehicles which comply with the requirements of the National Traffic and Motor Vehicle safety Act of 1966 (Public Law 89-563) and Clean Air Act as amended (Public Law 88-206), that are applicable to Guam. Bidders shall state if the equipment offered comply with these aforementioned Federal Laws.

- [] 29. **SAFETY INSPECTION:** All motor vehicles delivered under this contract must pass the Government of Guam Vehicle Inspection before delivery at destination.
- [] 30. **GUARANTEE:**
- a) **Guarantee of Vehicle Type of Equipment:**
The successful bidder shall guarantee vehicular type of equipment offered against defective parts, workmanship, and performance, for a period of not less than one (1) year after date of receipt of equipment. Bidder shall also provide service to the equipment for at least one (1) year. Service to be provided shall include, but will not be limited to tune ups (change of spark plugs, contact points and condensers) and lubrication (change of engine and transmission oil). All parts and labor shall be at the expense of the bidder. All parts found defective and not caused by misuse, negligence or accident within the guarantee period shall be repaired, replaced, or adjusted within six (6) working days after notice from the Government and without cost to the Government. Vehicular type of equipment as used in this context shall include equipment used for transportation as differentiated from tractors, backhoes, etc.
- b) **Guarantee of Other Type of Equipment:**
The successful bidder shall guarantee all other types of equipment offered, except those mentioned in 30a, above, against defective parts, workmanship, and performance for a period of not less than three (3) months after date of receipt of equipment. Bidder shall also provide service to the equipment for at least three (3) months. All parts found defective within that period shall be repaired or replaced by the Contractor without cost to the Government. Repairs, adjustments or replacements of defective parts shall be completed by the contractor within six (6) working days after notice from the Government.
- (c) **Compliance with this Section is a condition of this Bid.**
- [X] 31. **REPRESENTATION REGARDING ETHICS IN PUBLIC PROCUREMENT:** The bidder or contractor represents that it has not knowingly influenced and promises that it will not knowingly influence a Government employee to breach any of the ethical standards and represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth on Chapter 11 (Ethics in Public Contracting) of the Guam Procurement Act and in Chapter 11 of the Guam Procurement Regulations.
- [X] 32. **REPRESENTATION REGARDING CONTINGENT FEES:** The contractor represents that it has not retained a person to solicit or secure a Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business (GPR Section 11-207).
- [X] 33. **EQUAL EMPLOYMENT OPPORTUNITY:** Contractors shall not discriminate against any employee or applicant of employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that employees are treated equally during employment without regards to their race, color, religion, sex, or national origin.
- [X] 34. **COMPLIANCE WITH LAWS:** Bidders awarded a contract under this Solicitation shall comply with the applicable standard, provisions, and stipulations of all pertinent Federal and/or local laws, rules, and regulations relative to the performance of this contract and the furnishing of goods.
- [] 35. **CHANGE ORDER:** Any order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-03.1 of the Guam Procurement Regulations.
- [] 36. **STOP WORK ORDER:** Any stop work order issued relative to awards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101-04.1 of the Guam Procurement Regulations.
- [X] 37. **TERMINATION FOR CONVENIENCE:** Any termination order for the convenience of the Government issued relative towards made under this solicitation will be subject to and in accordance with the provisions of Section 6-101.10 of the Government Procurement Regulations.
- [X] 38. **TIME FOR COMPLETION:** It is hereby understood and mutually agreed by and between the contractor and the Government that the time for delivery to final destination or the timely performance of certain services is an essential condition of this contract. If the contractor refuses or fails to perform any of the provisions of this contract within the time specified in the Purchase Order (from the date Purchase Order is acknowledged by vendor), then the contractor is in default. Defaults will be treated subject to and in accordance with the provisions of 2 GAR, Div. 4 § 6101(8)
- [X] 39. **JUSTIFICATION OF DELAY:** Bidders who are awarded contracts under this Solicitation, guarantee that the goods will be delivered to their destination or required services rendered within the time specified. If the bidder is not able to meet the specified delivery date, he is required to notify the Chief Procurement Officer of such delay. Notification shall be in writing and shall be received by the Chief Procurement Officer at least twenty-four (24) hours before the specified delivery date. Notification of delay shall include an explanation of the causes and reasons for the delay including statement(s) from supplier or shipping company causing the delay. The Government reserves the right to reject delay justification if, in the opinion of the Chief Procurement Officer, such justification is not adequate.

- [X] 40. **LIQUIDATED DAMAGES:** When the contractor is given notice of delay or nonperformance as specified in Paragraph 1 (Default) of the Termination for Default Clause of this contract and fails to cure in the time specified, the contractor shall be liable for damages for delay in the amount of one-fourth of one percent (1%) of outstanding order per calendar day from date set for cure until either the territory reasonable obtains similar supplies or services if the contractor is terminated for default, or until the contractor provides the supplies or services if the contractor is not terminated for default. To the extent that the contractor's delay or nonperformance is excused under Paragraph 40 (Excuse for Nonperformance or Delayed Performance) of the Termination for Default Clause of this contract, liquidated damages shall not be due the territory. The contractor remains liable for damages caused other than by delay. 2 GAR, Div. 4 §6101(9) (a).
- [X] 41. **PHYSICAL LIABILITY:** If it becomes necessary for the Vendor, either as principal, agent or employee, to enter upon the premises or property of the Government of Guam in order to construct, erect, inspect, make delivery or remove property hereunder, the Vendor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precautions, safeguards and protections against the occurrence of any accidents, injuries or damages to any person or property during the progress of the work herein covered, and to be responsible for, and to indemnify and save harmless the Government of Guam from the payment of all sums of money by reason of all or any such accidents, injuries or damages that may occur upon or about such work, and fines, penalties and loss incurred for or by reasons of the violations of any territorial ordinance, regulations, or the laws of Guam or the United States, while the work is in progress. Contractor will carry insurance to indemnify the Government of Guam against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse or failure of any equipment used by the contractor or his employees or agents, and shall provide certificates of such insurance to the Government of Guam when required.
- [X] 42. Contract will be cancelled if funds not appropriated or insufficient, and that government will timely inform contractor. R 3121(e)(1)(C) and R 3121(e)(1)(D)
- [] 43. If cancelled, contractor will be reimbursed unamortized reasonably incurred non-recurring costs. R 3121(e)(1)(G)
- [X] 44. **CONTACT FOR CONTRACT ADMINISTRATION:** If your firm receives a contract as a result of this Solicitation, please designate a person whom we may contact for prompt administration.

Name: _____	Title: _____
Address: _____	Telephone: _____

GOVERNMENT OF GUAM

SEALED BID SOLICITATION INSTRUCTIONS

1. **BID FORMS:** Each bidder shall be provided with two (2) sets of Solicitation forms. Additional copies may be provided upon request. Bidders requesting additional copies of said forms will be charged per page in accordance with 5 GCA § 10203 of the Government Code of Guam. All payments for this purpose shall be by cash, certified check or money order and shall be made payable to the General Services Agency (EO 86-24).
2. **PREPARATIONS OF BIDS:**
 - a) Bidders are required to examine the drawings, specifications, schedule, and all instructions. Failure to do so will be at bidder's risk.
 - b) Each bidder shall furnish the information required by the Solicitation. The bidder shall sign the solicitation and print or type his name on the Schedule. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent are to be accompanied by evidence of this authority unless such evidence has been previously furnished to the issuing office.
 - c) Unit price for each unit offered shall be shown and such price shall include packing unless otherwise specified. A total shall be entered in the amount column of the Schedule for each item offered. In case of discrepancies between a unit price and extended price, the unit price will be presumed to be correct.
 - d) Bids for supplies or services other than those specified will not be considered. Time, if stated as a number of days, means calendar days and will include Saturdays, Sundays, and holidays beginning the day after the issuance of a Notice to Proceed. Time stated ending on a Saturday, Sunday or Government of Guam legal holiday will end at the close of the next business day.
3. **EXPLANATION TO BIDDERS:** Any explanation desired by a bidder regarding the meaning or interpretation of the Solicitation, drawings, specifications, etc., must be submitted in writing and with sufficient time allowed for a written reply to reach all bidders before the submission of their bids. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning a Solicitation will be furnished to all prospective bidders in writing as an amendment to the Solicitation if such information would be prejudicial to uninformed bidders.
4. **ACKNOWLEDGEMENT OF AMENDMENTS TO SOLICITATIONS:** Receipt of an amendment to a Solicitation by a bidder must be acknowledged by signing an acknowledgement of receipt of the amendment. Such acknowledgement must be received prior to the hour and date specified for receipt of bids.
5. **SUBMISSION OF BIDS:**
 - a) Bids and modifications thereof shall be enclosed in sealed envelopes and addressed to the office specified in the Solicitation. The bidder shall show the hour and date specified in the Solicitation for receipt, the Solicitation number, and the name and address of the bidder on the face of the envelope.
 - b) Telegraphic bids will not be considered unless authorized by the Solicitation. However, bids may be modified or withdrawn by written or telegraphic notice, provided such notice is received prior to the hour and date specified for receipt (see paragraph 6 of these instructions).
 - c) Samples of items, when required, must be submitted within the time specified, unless otherwise specified by the Government, at no expense to the Government. If not destroyed by testing, samples will be returned at bidder's request and expense, unless otherwise specified by the Solicitation.
 - d) Samples or descriptive literature should not be submitted unless it is required on this solicitation. Regardless of any attempt by a bidder to condition the bid, unsolicited samples or descriptive literature will not be examined or tested at the bidder's risk, and will not be deemed to vary any of the provisions of this Solicitation.
6. **FAILURE TO SUBMIT BID:** If no bid is to be submitted, do not return the solicitation unless otherwise specified. A letter or postcard shall be sent to the issuing office advising whether future Solicitations for the type of supplies or services covered by this Solicitation are desired.
7. **LATE BID, LATE WITHDRAWALS, AND LATE MODIFICATIONS:**
 - a) **Definition:** Any bid received after the time and date set for receipt of bids is late. Any withdrawal or modification of a bid received after the time and date set for opening of bids at the place designated for opening is late (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).
 - b) **Treatment:** No late bid, late modification, or late withdrawal will be considered unless received before contract award, and the bid, modification, or withdrawal would have been timely but for the action or inaction of territorial personnel directly serving the procurement activity.

8. DISCOUNTS:

- a) Notwithstanding the fact that prompt payment discounts may be offered, such offer will not be considered in evaluating bids for award unless otherwise specified in the Solicitation. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- b) In connection with any discount offered, time will be computed from date of delivery and acceptance of the supplies to the destination as indicated in the purchase order or contract. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the Government check.

9. GOVERNMENT FURNISHED PROPERTY: No material, labor or facilities will be furnished by the Government unless otherwise provided for in the Solicitation.

10. SELLER' INVOICES: Invoices shall be prepared and submitted in quadruplicate (one copy shall be marked "original") unless otherwise specified. Invoices shall be "certified true and correct" and shall contain the following information: Contract and order number (if any), item numbers, description of supplies or services, sizes, quantities, unit prices, and extended total. Bill of lading number and weight of shipment will be shown for shipments made on Government bills of lading.

11. RECEIPT, OPENING AND RECORDING OF BIDS: Bids and modifications shall be publicly opened in the presence of one or more witnesses, at the time, date, and place designated in the Invitation for Bids. The name of each bidder, the bid price, and such other information as is deemed appropriate by the Procurement Officer, shall be read aloud and recorded, or otherwise made available. The names and addresses of required witnesses shall be recorded at the opening. The opened bids shall be available for public inspection except to the extent the bidder designates trade secrets or other proprietary data to be confidential as set forth in accordance with Section 12, below. Material so designated shall accompany the bid and shall be readily separable from the bid in order to facilitate public inspection of the non-confidential portion of the bid. Prices, makes and models or catalogue numbers of the items offered, deliveries, and terms of payment shall be publicly available at the time of bid opening regardless of any designation to the contrary (Guam Procurement Regulations 2 GAR, Div.4 §3109(k)).

12. CONFIDENTIAL DATA: The Procurement Officer shall examine the bids to determine the validity of any requests for nondisclosure of trade secrets and other proprietary data.

BIDDER'S PROFILE

1.	Proposal for:	EMERGENCY RECEIVING HOME PROGRAM	
2.	Name of Bidder:		
	Address:		
	Office Telephone Number:		
	Fax Number:		
	E-mail Address:		
3.	Type of Bidder. Indicate status, check one:	<input type="checkbox"/> Governmental Unit established by law <input type="checkbox"/> Private Non-Profit Corporation <input type="checkbox"/> Proprietary Agency <input type="checkbox"/> Private for Profit <input type="checkbox"/> Other: Specify _____	
4.	Location of the Bidder's principal place of business or central office.		
5.	Location of proposed place of business, if different from above.		
6.	Date of Incorporation, as applicable.		
7.	Number of years in business:		
8.	Average number of employees over a period of 12 months:		
9a.	Name of proposed Social Worker:		
9b.	Contact Number:		
10a.	Name and position title of proposed alternate Person in Charge in the absence of the Social Worker who shall be responsible for the daily operations of the program:		
10b.	Contact Number:		

ADDITIONAL BIDDER REQUIREMENTS

1. BACKGROUND INFORMATION OF BIDDER

On the Bidder's letterhead, the following background information will be submitted as part of the Bidder's response to this IFB.

Professional History.

It is the requirement the Bidder list professional complaints pending and resolved filed with Federal and local agencies against them within the last three (3) years.

It is the requirement the Bidder list all pending and adjudicated criminal or civil contempt proceedings against the Bidder and any employee employed by the Bidder.

Financial Condition.

It is the requirement the Bidder list occurrences in which the audits were not submitted timely and the basis for their untimely submission, for contracts awarded from the Government for the previous three (3) years.

It is the requirement the Bidder list citations in the areas of procurement, questioned costs or material weaknesses identified by the Government or through an independent audit for government contracts for the previous three (3) years, which shall include the status or resolution of each citation.

It is the requirement the Bidder list defaults of material and financial obligations over Five Thousand Dollars (\$5,000.00), and shall indicate any liens or levies attached to the Bidder's property or earnings as a result of such obligations, and the status and/or resolution of each obligation.

It is the requirement the Bidder who is a bona fide tax-exempt entity, attach a copy of their latest Annual Information Return including Form 990, schedules and supporting documents [Ref. 26 CFR Part 301 §6104(d)].

2. STANDARD OPERATING PROCEDURES

COMPLY/REMARKS:

- | | |
|--|-------|
| A. Upon award, the Bidder shall ensure Standard Operating Procedures, inclusive of an Emergency Management Plan is submitted prior to commencement of services. | _____ |
| B. The Bidder shall ensure the Emergency Management Plan include contingency plans to address manmade and natural disasters. The Bidder shall visibly post emergency telephone numbers and the established emergency procedures for clients and staff, as applicable. The Bidder shall provide training to staff on the procedures to be followed in the event of manmade or natural disasters, or incidences, as applicable, which may impact the health, safety or welfare of ERH clients. The Bidder shall conduct quarterly drills with staff in response to a fire, earthquake, health emergencies, medical emergencies, to include food poisoning situations; physical threat, vehicle accidents and power and/or water outages, with an evacuation plan visibly posted. | _____ |

3. PROGRAM REPORTING REQUIREMENTS:

COMPLY/REMARKS:

- A. It is a requirement of the bid that Bidders provide invoices and reports on standard DPH&SS, DSC Emergency Receiving Home Forms. The forms are named as follows: (Refer to Attached Sample Forms)

- 1) Program Report (Transmittal) Form (See Sample

- Form Attachment "A")
- 2) Invoice Form (See Sample Form Attachment "B")
- 3) Accounts Receivable Activity Report Form
(See Sample Form Attachment "C")
- 4) Expenditure Report Form (See Sample Form
Attachment "D")
- 5) Expenditure Report Personnel Costs (See Sample
Form Attachment "E")
- 6) Program Income Report Form (See Sample Form
Attachment "F")
- 7) Program Income Expenditure Report Form
(See Sample Form Attachment "G")
- 8) Monthly Statistical Report for ERH Form
(See Sample Form Attachment "H")
- 9) Non Expendable Inventory Under \$5,000 Form
(See Sample Form Attachment "I")
- 10) Non Expendable Inventory Over \$5,000 Form
(See Sample Form Attachment "J")
- 11) Monthly Program Summary Form (See Sample Form
Attachment "K")
- 12) Yearly Report Form (See Sample Form Attachment
"L")
- 13) Release of Claims Statement Form (See Sample Form
Attachment "M")
- 14) Intake Profile and Referral Form (See Sample Form
Attachment "N")
- 15) Intake, Profile and Referral Record Change and
Service Update Form (See Sample Form Attachment
"O")

Program Reporting. The Bidder shall meet with DPH&SS, DSC staff within the first week of being notified of being awarded this program to be orientated on the forms to be completed to satisfy the required Program Reporting Requirements. The Bidder shall ensure all monthly fiscal program reporting requirements be prepared utilizing the Microsoft Office Excel software unless otherwise agreed upon and approved by the DPH&SS, DSC. The Monthly Reports are due no later than 10 working days after the end of each reporting month, with the exception of the September Reports or for the month being reported on in which the contract expires, which are due no later than five (5) working days after the end of either the fiscal year or the expiration of the contract.

Adult Protective Services Investigation Reports. The Bidder shall ensure all required Adult Protective Services Investigation Reports are completed and submitted to the DPH&SS, DSC, as applicable. The forms are named as follows (Refer to Attached Sample Forms):

- 1) Adult Protective Services Referral Form (See Sample
Form Attachment "AA")
- 2) Investigation Report Form, Section I – III (See Sample
Form Attachment "BB")
- 3) 7 Day Report Form, Section IV (See Sample Form
Attachment "CC")
- 4) Initial Service Plan Form, Section V (See Sample
Form Attachment "DD")
- 5) Service Plan Updates Form, Section V (See Sample
Form Attachment "EE")
- 6) 14 Day Report Form, Section VI (See Sample Form
Attachment "FF")
- 7) 30 Day Report Form, Section VII (See Sample Form
Attachment "GG")
- 8) 60 Day Report Form, Section VIII (See Sample Form

- Attachment “HH”)
- 9) Case Determination Form , Section IX (See Sample Form Attachment “II”)
- 10) Contacts Summary Form (See Sample Form Attachment “JJ”)
- 11) Chronological Entry Form (See Sample Form Attachment “KK”)
- 12) Investigation Chronology Update Form (See Sample Form Attachment “LL”)
- 13) Central Registry Case Profile Form (See Sample Form Attachment “MM”)
- 14) Consent to Conduct Investigation Form (See Sample Form Attachment “NN”)
- 15) ERH Program – Client Consent for Release of Information Form (See Sample Form Attachment “OO”)
- 16) ERH - Agreement for ERH Shelter Services Form (See Sample Form Attachment “PP”)
- 17) ERH – Client Medical Report Form (See Sample Form Attachment “QQ”)
- 18) Mental Status Exam Form (See Sample Form Attachment “RR”)
- 19) Risk Factor Assessment Form (See Sample Form Attachment “SS”)
- 20) Procedures for Reporting Abuse of the Elderly or Adults with a Disability (See Sample Form Attachment “TT”)

- B. **Evidence of Payment.** The Bidder shall ensure a copy of receipt of payment for services shall be provided to the DPH&SS, DSC within 24 hours of receipt.

- C. **Acquisition of Non-Expendable Property.** The Bidder shall ensure Federal and local procurement laws and regulations are complied with in accordance with 45 CFR Part 92, Uniform Administrative Requirements for Grants and Cooperative Agreements. All equipment and other non-expendable property acquired through the Agreement shall be the property of the DPH&SS, DSC.

- D. **Non-Expendable Property Under \$5,000.00 in Value.** The Bidder shall maintain an Equipment Logbook for this program listing all non-expendable equipment under Five Thousand Dollars (\$5,000.00) transferred from DPH&SS, DSC or purchased through Program Monies.

- E. **Reporting of Non-Expendable Property \$5,000.00 or Greater in Value.** The Bidder shall maintain a Non-Expendable Property Inventory Listing that shall be submitted yearly to the DPH&SS, DSC. The Non-Expendable Property Inventory Listing shall include all property Five Thousand Dollars (\$5,000.00) or greater in value transferred from DPH&SS, DSC or acquired as a result of providing services under this program. All newly acquired property during the current contract period shall be added to the listing.

- F. **Inventory.** The Bidder shall maintain a current inventory of the assets of the ERH, adequately safeguarding such property and ensuring it is used solely for authorized purposes. Any personal use of the property by the Bidder or his/her staff is not permitted.

- G. The Bidder shall ensure equipment within this program be kept in good condition and be properly secured when not utilized. Equipment not being used shall be surveyed back to the DPH&SS, DSC for disposition.

- H. The Bidder shall ensure broken, yet still usable equipment is assessed for repairs and be repaired as financially practicable.

Any equipment deemed irreparable shall be documented on the inventory, listing the date and method of disposal.

4. ANNUAL AUDIT

COMPLY/REMARKS:

- A. It is a requirement of the bid that Bidders who are Non-Profit Organizations and for Profit Organizations be in compliance with Office of Management and Budget OMB Circular A- 133.
- The Office of Management and Budget (OMB) Circular A-133 requires a *non-profit* organization that expends \$500,000.00 or more per year under Federal grants, cooperative agreements, and/or procurement contracts to have an annual audit by a public accountant or a Federal, State, or local governmental audit organization. The audit must meet the standards specified in Generally Accepted Government Auditing Standards (GAGAS).
- B. A *for-profit* organization is required to have a non-Federal audit if, during its fiscal year, it expended a total of \$500,000.00 or more under one or more U.S. Department of Health and Human Services (HHS) awards (as a sub-recipient). Title 45, part 74.26(d) of the CFR incorporates the thresholds and deadlines of OMB Circular A-133 but provides *for-profit* organizations two options regarding the type of audit that will satisfy the audit requirements. The *for-profit* recipient may either have: A *Financial-Related Audit* as defined in, and in accordance with, the Government Auditing Standards, commonly known as the “Yellow Book”, (GPO stock 020-000-00-265-4) of all the HHS awards; or An *Audit* that meets the requirements of OMB Circular A-133.
- C. The Bidder shall prepare and provide to the DPH&SS, DSC within 30 days upon official notification of award of this IFB, a copy of their engagement with an entity to perform the independent audit of this program. This audit shall be completed and forwarded to the DPH&SS, DSC, no later than March 31st proceeding September 30th of each contract term.
- D. The Bidder shall prepare and provide supporting documents to resolve any questioned costs or material weaknesses identified in the annual audit.
- E. The Bidder agrees that any questioned costs not resolved shall result in a deduction in the contractual amount of the entire amount questioned from the agreed upon value of the negotiated renewal or negotiated new agreement awarded to the same Bidder.
- F. The Bidder is responsible for any questioned costs not resolved at the end of the Agreement year and remains the responsibility of the Bidder awarded said Agreement, even if the Bidder is not awarded the new IFB. The amount due resulting from any questioned costs shall be due to the DPH&SS, DSC within 90 days upon notification by the DPH&SS, DSC, unless otherwise agreed upon by the DPH&SS, DSC and the Bidder.
- G. The Bidder on which the contract expires is required to comply with the *Annual Audit*. The *Annual Audit* shall be submitted to the DPH&SS, DSC six (6) months after the end of the fiscal year, service year, or upon the contract’s expiration, as applicable or as authorized and communicated in writing by the DPH&SS, DSC.

<h2 style="text-align: center;">PROGRAM REPORT</h2>													
<p>SELECT ONE:</p> <p><input type="checkbox"/> MONTHLY</p> <p><input type="checkbox"/> YEARLY</p>	<p>EMERGENCY RECEIVING HOME</p> <p>FY-201_</p>												
<p>MONTH:</p>	<p>SELECT ONE:</p> <table border="0"> <tr> <td><input type="checkbox"/> OCT</td> <td><input type="checkbox"/> JAN</td> <td><input type="checkbox"/> APR</td> <td><input type="checkbox"/> JUL</td> </tr> <tr> <td><input type="checkbox"/> NOV</td> <td><input type="checkbox"/> FEB</td> <td><input type="checkbox"/> MAY</td> <td><input type="checkbox"/> AUG</td> </tr> <tr> <td><input type="checkbox"/> DEC</td> <td><input type="checkbox"/> MAR</td> <td><input type="checkbox"/> JUN</td> <td><input type="checkbox"/> SEP</td> </tr> </table>	<input type="checkbox"/> OCT	<input type="checkbox"/> JAN	<input type="checkbox"/> APR	<input type="checkbox"/> JUL	<input type="checkbox"/> NOV	<input type="checkbox"/> FEB	<input type="checkbox"/> MAY	<input type="checkbox"/> AUG	<input type="checkbox"/> DEC	<input type="checkbox"/> MAR	<input type="checkbox"/> JUN	<input type="checkbox"/> SEP
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<input type="checkbox"/> DEC	<input type="checkbox"/> MAR	<input type="checkbox"/> JUN	<input type="checkbox"/> SEP										

<p>REVIEWED BY:</p>	<p>NAME OF BIDDER'S PROGRAM MANAGER & SIGNATURE:</p>
<p>APPROVED BY:</p>	<p>NAME OF BIDDER'S PROGRAM DIRECTOR & SIGNATURE:</p>
<p>SUBMITTED BY:</p>	<p>SERVICE PROVIDER'S NAME:</p>
<p>DATE OF SUBMISSION:</p>	

15-26-2017

* Invoice Specimen

INVOICE FY-201_

FROM:	ADDRESS:	INVOICE NO.	DATE:
Name and Address of Bidder			
TO:	ORDER OF AGREEMENT NO.		
Department of Public Health and Social Services 123 Chalan Kareta Mangilao, Guam 96913-6304	Account # _____ Contract # _____ Vendor # _____		

ITEM NO.	ARTICLES OF SERVICES	QUANTITY	UNIT	AMOUNT
	Emergency Receiving Home Services for the month of:			
TOTAL: \$ -				

Services have been rendered satisfactorily.

Administrator, Division of Senior Citizens

Date

Allotment Charge:

CONCURRED BY:

DPH&SS Director

APPROVED FOR PAYMENT:

Certifying Officer, DPH&SS

I CERTIFY that this invoice is correct, just, and that payment therefore has not been received.

Signature of Payee

Date

Date

FOR THE MONTH ENDING:

MONTH	INVOICE NUMBER	MONTHLY RECEIVABLES		YEAR-TO-DATE PAID	
		AMOUNT	BALANCE DUE	AMOUNT	BALANCE DUE
October 2012			\$ -		\$ -
November 2012			\$ -		\$ -
December 2012			\$ -		\$ -
January 2013			\$ -		\$ -
February 2013			\$ -		\$ -
March 2013			\$ -		\$ -
April 2013			\$ -		\$ -
May 2013			\$ -		\$ -
June 2013			\$ -		\$ -
July 2013			\$ -		\$ -
August 2013			\$ -		\$ -
September 2013			\$ -		\$ -
			\$ -		\$ -
TOTAL AMOUNT			\$ -		\$ -

DSC 2013 - ERH

FY-201_ EXPENDITURE REPORT
 BIDDER'S NAME
 EMERGENCY RECEIVING HOME PROGRAM

FOR THE MONTH ENDING: _____

PERSONNEL & BENEFITS COSTS (110/111) <i>*As Transferred from Page 2</i>	ADMINISTRATIVE COSTS		SERVICE EXPENDITURES		TOTALS	
	CURRENT	CUMULATIVE	CURRENT	CUMULATIVE	CURRENT	YTD CUMULATIVE
Salaries		\$ -		\$ -	\$ -	\$ -
FICA Taxes		\$ -		\$ -	\$ -	\$ -
Health & Welfare Benefits		\$ -		\$ -	\$ -	\$ -
Health & Welfare FICA Taxes		\$ -		\$ -	\$ -	\$ -
Subtotal (110/111)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
CONTRACTUAL (230)						
Equipment Maintenance		\$ -		\$ -	\$ -	\$ -
Lease - Van		\$ -		\$ -	\$ -	\$ -
Training		\$ -		\$ -	\$ -	\$ -
Payroll Fee		\$ -		\$ -	\$ -	\$ -
Printing		\$ -		\$ -	\$ -	\$ -
Audit		\$ -		\$ -	\$ -	\$ -
Trash Removal		\$ -		\$ -	\$ -	\$ -
Workman's Comp.		\$ -		\$ -	\$ -	\$ -
Building Maintenance		\$ -		\$ -	\$ -	\$ -
Lease Equipment		\$ -		\$ -	\$ -	\$ -
Building Rental		\$ -		\$ -	\$ -	\$ -
Internet Services		\$ -		\$ -	\$ -	\$ -
Subtotal (230)		\$ -		\$ -	\$ -	\$ -
SUPPLIES AND MATERIALS (240)						
Office Supplies		\$ -		\$ -	\$ -	\$ -
Household		\$ -		\$ -	\$ -	\$ -
Food		\$ -		\$ -	\$ -	\$ -
Fuel		\$ -		\$ -	\$ -	\$ -
Subtotal (240)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EQUIPMENT (250) (under \$5,000)						
Stove		\$ -		\$ -	\$ -	\$ -
Microwave Oven		\$ -		\$ -	\$ -	\$ -
Subtotal (250)		\$ -		\$ -	\$ -	\$ -
UTILITIES (360)						
Power		\$ -		\$ -	\$ -	\$ -
Water/Sewer		\$ -		\$ -	\$ -	\$ -
Telephone		\$ -		\$ -	\$ -	\$ -
Subtotal (360)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
GRAND TOTAL	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

FOR THE MONTH ENDING: _____
Pay Period Start/End Dates: _____

[illegible]

SAMPLE BID FORM ATTACHMENT “E”

FY-201_ PROGRAM INCOME REPORT
BIDDER'S NAME
EMERGENCY RECEIVING HOME PROGRAM

FOR THE MONTH ENDING:

PROGRAM INCOME REPORT

*PLEASE SPECIFY	MONTHLY CONTRIBUTIONS		YEAR-TO-DATE CONTRIBUTIONS	
	CASH	IN-KIND (CASH VALUE)	CASH	IN-KIND (CASH VALUE)
CARRYOVER OF UNEXPENDED PROGRAM INCOME			\$	
VOLUNTARY CONTRIBUTIONS MONETARY /GIFTS and DONATIONS				
FUNDRAISING ACTIVITIES				
TOTAL AMOUNT (CASH)	\$		\$	
IN-KIND CONTRIBUTIONS (As applicable)		\$		\$
TOTAL AMOUNT (IN-KIND VALUE)		\$		\$

DSC 2013 - ERH

FY-20__ PROGRAM INCOME EXPENDITURES REPORT BIDDER'S NAME EMERGENCY RECEIVING HOME PROGRAM						
FOR THE MONTH ENDING:						
PLEASE SPECIFY	ADMINISTRATIVE COSTS		SERVICE EXPENDITURES		TOTAL CURRENT	TOTAL YTD CUMULATIVE
	CURRENT	CUMULATIVE	CURRENT	CUMULATIVE		
PERSONNEL COSTS (110/111)						
SUBTOTAL (110/111)						
TRAVEL (220)						
SUBTOTAL (220)						
CONTRACTUAL (230)						
SUBTOTAL (230)						
SUPPLIES AND MATERIALS (240)						
SUBTOTAL (240)						
EQUIPMENT (250) (UNDER \$500.00)						
SUBTOTAL (250)						
MISCELLANEOUS (290)						
SUBTOTAL (290)						
UTILITIES (360)						
SUBTOTAL (360)						
CAPITAL OUTLAY (450) (ABOVE \$500.00)						
SUBTOTAL (450)						
GRAND TOTAL						

FY 201_ MONTHLY STATISTICAL REPORT									
SERVICE PROVIDER NAME									
PROGRAM: EMERGENCY RECEIVING HOME									
MONTH: _____									
*DUAL = Elderly with a Disability									
A. COUNT FOR ADMISSIONS		ELDERLY		ADULT		DUAL		TOTALS	
1	Previous Month Client Count	0		0		0		0	
2	New Clients Admitted							0	
3	Total Unduplicated Clients Served YTD (Add lines 1 & 2)	0		0		0		0	
4	Persons on Waiting List							0	
B. COUNT FOR REFERRALS / INTAKES		APPROPRIATE			INAPPROPRIATE			TOTALS	
		Elderly	Adult	Dual	Elderly	Adult	Dual		
1	Previous Month Referrals/Intakes	0	0	0	0	0	0	0	
2	New Referrals/Intakes							0	
3	Total Unduplicated Referrals/Intakes YTD (Add lines 1 & 2)	0	0	0	0	0	0	0	
C. ELDERLY / DUAL CASE STATUS		PREVIOUS MONTH YTD		CURRENT MONTH					YTD TOTALS (Types of Abuse)
Type of Abuse		ACTIVE +		ACT =	SUB	UNS	INA	PNG	
1	Physical	0		0					0
2	Sexual	0		0					0
3	Mental / Emotional	0		0					0
4	Material	0		0					0
5	Neglect	0		0					0
6	Self-Neglect	0		0					0
7	Abandonment	0		0					0
8	Other	0		0					0
9	Total for the Month			0	0	0	0	0	
10	Previous Month Total			0	0	0	0	0	Total Active Cases YTD
11	Total YTD	0		0	0	0	0	0	0
D. ADULTS WITH A DISABILITY CASE STATUS		PREVIOUS MONTH YTD		CURRENT MONTH					YTD TOTALS
Type of Abuse		ACTIVE +		ACT =	SUB	UNS	INA	PNG	
1	Physical	0		0					0
2	Sexual	0		0					0
3	Mental / Emotional	0		0					0
4	Material	0		0					0
5	Neglect	0		0					0
6	Self-Neglect	0		0					0
7	Abandonment	0		0					0
8	Other	0		0					0
9	Total for the Month			0	0	0	0	0	
10	Previous Month Total			0	0	0	0	0	Total Active Cases YTD
11	Total YTD	0		0	0	0	0	0	0
E. UNITS OF SERVICE		PREVIOUS MONTH YTD		CURRENT MONTH					YTD TOTALS
1	Case Management (1Hour)	0							0
2	Personal Care (1 Hour)	0							0
3	Outreach (1Contact)	0							0
4	Hotline Calls (Per Call)	0							0
5	Nutritional Counseling (1 Hour)	0							0
6	Info. & Asst. (1 Contact)	0							0
7	Total for the Month			0					
8	Previous Month YTD Total			0					Total Units of Service YTD
9	Total YTD			0					0

MONTH:

F. PARTICIPANT ETHNICITY

FY 201_ MONTHLY STATISTICAL REPORT - PAGE 3 of 3
SERVICE PROVIDER: NAME
PROGRAM: EMERGENCY RECEIVING HOME PROGRAM
MONTH: October 201_

SOURCE OF REPORTS							
G.	(Source: National Center on Elder Abuse 2004 Adult Protective Services Data Survey)	Elderly	Adults	Dual	Current Month Total by Source +	Prior Month Total =	YTD by Source
1	Anonymous / Undisclosed				0		0
2	Aging Network Service Providers				0		0
3	Attorneys				0		0
4	Bankers				0		0
5	Clergy				0		0
6	Dentists				0		0
7	Developmental Disability Staff				0		0
8	EMT / Firefighters				0		0
9	Family Members				0		0
10	Friends / Neighbors				0		0
11	Guardian / Caregiver				0		0
12	Home Health Staff				0		0
13	Housing Agency / Landlord				0		0
14	Law Enforcement				0		0
15	Long-term Care Staff				0		0
16	Long-term Care Ombudsman				0		0
17	Mental Health Staff				0		0
18	Nurses / Nurses' Aides				0		0
19	Paid Caregivers				0		0
20	Pharmacists				0		0
21	Physicians				0		0
22	Psychologists				0		0
23	Self				0		0
24	Social Services Agency Staff				0		0
25	Social Workers (Private Practice)				0		0
26	Other (Mayor's Office)				0		0
TOTAL REFERRALS RECEIVED THIS MONTH PER CLIENT CATEGORY		0	0	0			

H. CITIZENSHIP		U.S.				NON-U.S.		
		Previous Month	Current	YTD		Previous Month	Current	YTD
		YTD	0	0		YTD	0	0

NAME OF BIDDER

PAGE _____ **of** _____

[illegible]**POSITION TITLE**

POSITION	TITLE
1	1
2	2
3	3
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100	100

POSITION TITLE

NAME OF BIDDER

PROGRAM NAME: Emergency Reception Home Program
LOCATION:
DATE OF INVENTORY REVIEW:

File of

[illegible]

INVENTORY PREPARED BY:

SIGNATURE AND DATE

POSITION TITLE

INVENTORY VERIFIED BY:

SIGNATURE AND DATE:

POSITION TITLE

INVENTORY CERTIFIED BY:

SIGNATURE AND DATE

POSITION/TITLE

FY- 201_
NAME OF BIDDER
EMERGENCY RECEIVING HOME PROGRAM

MONTHLY PROGRAM SUMMARY

Month – Year

PROGRAM SUMMARY:

Monthly Reports with transmittal page signed by the Program Director and Program Manager shall be complete, accurate, and received by the DPH&SS, DSC in the format provided no later than ten (10) working days after the end of each reporting month, with the exception of the September Reports that are due no later than five (5) working days after the end of the fiscal year and shall include:

- A. Staff Trainings, Workshops, Conferences and Presentations (include names of staff and volunteers, dates, titles, presenters and locations)
- B. Complaints, Problems and Concerns, and Proposed Solutions:
 - 1) From Clients
 - 2) From Aging Providers
 - 3) Vehicles: List of all Government Owned Vehicles not used for a consecutive period of 48 working hours and the reason for their non-use.
 - 4) Routes: Report separately Assisted Transportation Services and Transportation Services.
 - 5) Other (Specify)
- C. Program Accomplishments: Provide a description highlighting the achievements of the program (Provide a narrative description of results achieved for the reporting month)
- D. Plans for Next Month
 - 1) Staff Training Plan
 - 2) Management Plan
 - 3) Special Activities
 - 4) Presentations and Outreach Plan

FY- 201_
NAME OF BIDDER
EMERGENCY RECEIVING HOME PROGRAM
YEARLY REPORT

Month – Year

Yearly Reports shall be complete, accurate and received by the DPH&SS, DSC no later than five (5) working days after the end of the fiscal year and shall include:

- 1) Release of Claims Statement.
- 2) Non-Expendable Property Inventory Listing shall be certified by its certifying officer [Ref. P.L. 29-19, Section 6, (d)] to include:
 - (a) Date of Purchase or Lease;
 - (b) Item Description;
 - (c) Make/Model;
 - (d) Serial Number;
 - (e) Unit Cost;
 - (f) Indicate whether purchased, leased, or donated;
 - (g) Indicate whether purchased or leased with Program Funds or Program Income;
 - (h) Physical Location of Item/Object;
 - (i) Condition of Item/Object; and
 - (j) Percentage of Program Usage of Item/Object.
- 3) Listing of all staff reflecting Criminal History Record (Police Clearance) of Felony Arrest(s) or Conviction(s) that occurred within the past seven (7) years, dates of Felony Arrest(s) or Conviction(s) and employment date of staff. The list provided by the Service Provider shall include traffic citations and violations.
- 4) Listing of bank accounts, such as checking, savings, time certificates of deposit, money market accounts, etc., of funds from transportation services including information of activities from which the funds were generated, authorized signatures and current balances (Service Contributions).

FY-201_ RELEASE OF CLAIMS STATEMENT

CONTRACT: NAME OF BIDDER
PROGRAM NAME: EMERGENCY RECEIVING HOME
CONTRACT No.: _____

KNOWN ALL MEN BY THESE PRESENTS:

In consideration of the promise and the sum of, the total amount of which will not exceed _____ lawful money of the United States of America and _____ of which has been paid and _____ of which is to be paid b the Government of Guam under the above mentioned contract, the undersigned Contractor does, and by the receipt of said sum shall, for itself, its successors and assigns, remise, release and forever discharge the Government of Guam, its officers, agents and employees of and from all liabilities, obligations and claims whatsoever in law and equity under or arising out of said contract.

IN WITNESS WHEREOF, this release has been executed this _____ day of _____, 201_.

WITNESS:

_____ PRINT NAME	_____ CONTRACTOR
_____ SIGNATURE	BY: _____
	TITLE: _____

CERTIFICATE

I, _____, certify that I am the _____ of the Corporation as Contractor in the foregoing release; that _____ who signed said release on behalf of the Contractor was the _____ of the Corporation by authority of its governing body and is within the scope of its corporate powers.

NAME AND SIGNATURE
DATE: _____

6077 12 14

**SENIOR CITIZENS AGING SERVICES FY-2012
INTAKE, PROFILE AND REFERRAL (IPR) FORM**

INSTRUCTIONS

Title III reporting requirements provide statistical data for management and advocacy initiatives serving as indicators for new and continued funding of programs for seniors. The data collected is used for budget justifications, congressional inquiries, program development and mandated reports for federal, state and local agencies. Information must be accurate for it to be useful in supporting program services.

- ◆ **FORM:** This form is an Intake Profile and Referral (IPR) Form, and not an Assessment Form. Profile characteristics are used in developing new programs to meet the needs of the elderly. Each Service Provider may have their own Assessment Form for their specific programs.
- ◆ **DATA RETENTION:** Client data is retained in the main registry until a client remains on Inactive Status for over four (4) years or when a client is deceased.
- ◆ **SSN:** If a client does provide a Social Security Number (SSN) then leave the space blank.
- ◆ **INCOME LEVEL:** The Income Level is based on the U.S. Department of Health and Human Services Poverty Guidelines and shall be completed before the Intake, Profile and Referral Form can be processed.
- ◆ **PRIORITIZATION OF SERVICES:** Information on health status, support system, housing condition and financial assets is collected should prioritization of services be necessary.
- ◆ **REFUSAL TO ANSWER:** Should a client refuse to answer a certain question, leave it blank. In the comments section, list the reason for not answering the question. This does not apply to Income Level.
- ◆ **SIGNATURE:** The signature of the client or responsible party is required before services can be provided.

- ◆ **SPECIAL ACCOMMODATIONS:** Clients requiring special accommodations shall inform the program in advance of their requirements.
- ◆ **SECTION B:**
 - **Case Management Services.** Case Management Services Program, at a minimum, conducts an assessment to individuals requesting Adult Day Care Services, In-Home Services and Home-Delivered Meals. Entry into these programs shall not be permitted before an assessment is made and eligibility established by Case Management Services.
 - **Transportation Services.** In order to meet demands, clients requesting transportation shall make reservations with the Transportation Services Program at least five (5) working days in advance for service. If the date requested cannot be accommodated, the Transportation Services Program shall recommend an alternate date. Requests for persons using wheelchairs or having a Personal Assistant/Personal Care Attendant shall be made in the same manner, whether for Center participation or to and from medical appointments, etc.
 - **Elderly Nutrition Program.** To the extent practicable, meals are adjusted to meet special dietary needs of eligible participants, and shall be supported by a statement from the client's doctor or religious leader stating the necessity for special meals, including nutrition supplements. Mechanical (chopped) or pureed (blendered) meals are not classified as special meals and shall be provided to the client at their request.

**FOR ADULT PROTECTIVE SERVICES
(APS) REFERRALS, PLEASE
CONTACT
735-7421 / 7415 OR
EMERGENCY RECEIVING HOME
AT 632-8853/56
TWENTY-FOUR HOURS A DAY
SEVEN DAYS A WEEK.**

SENIOR CITIZENS AGING SERVICES FY-2012
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

How did you learn of aging services?

☐ Self Inquiry

☐ Another agency

☐ Family/friends

☐ Outreach

☐ Media

☐ Other: (Specify) _____

A. CLIENT INFORMATION

Last Name

First Name

Middle Name

Date of Birth

Place of Birth

SSN

Gender

☐ Male

☐ Female

Village

Home Address

Mailing Address

Ethnicity

Citizenship

Day Phone No.

Night Phone No.

Marital Status

☐ Single

☐ Legally Married

☐ Domestic Partner Relationship

☐ Divorced

☐ Separated

☐ Widowed

Living Arrangement (check all that apply)

☐ Lives Alone

☐ Lives with Spouse

☐ Lives with Domestic Partner

☐ Lives with Family

☐ Lives with Others

☐ Lives in a Group Home: Specify: _____

☐ Lives in an Institution: Specify: _____

Special Needs (check all that apply)

☐ Language Interpreter: Specify: _____

☐ Assistive Device(s): Specify: _____

☐ Oxygen

☐ Insulin Dependent

☐ Requires Refrigeration of Medication

☐ Other: Specify: _____

☐ No Special Needs Identified at this time

Mobility Status (check all that apply)

☐ Drives

☐ Walks slowly

☐ Walks with assistance

☐ Climbs steps with assistance

☐ Uses cane/crutches/walker

☐ Uses a wheelchair

☐ Homebound

☐ Bedridden

☐ Other: _____

Allergies

☐ Specify: _____

☐ None known at this time

Undergoing Treatment

☐ Hemodialysis

☐ Cancer

☐ Physical Therapy

☐ Other _____

☐ None at this time

Health Insurance

Primary Insurance

Secondary Insurance

Policy No.

Clinic Name

Phone No.

CLIENT'S NAME: _____ GETCARE ID: _____

SENIOR CITIZENS AGING SERVICES FY-2012
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

Primary Doctor																															
Phone No.																															
Health Status <input type="checkbox"/> No Health Conditions <input type="checkbox"/> Minimal Health Conditions <input type="checkbox"/> Poor Health Condition																															
Support System <input type="checkbox"/> Support is available, but not living in the same household <input type="checkbox"/> Minimal Support, but not regularly available <input type="checkbox"/> No support system																															
Housing Condition <input type="checkbox"/> Full Concrete Structure <input type="checkbox"/> Semi Concrete Structure <input type="checkbox"/> Wood and Tin Structure																															
Financial Assets (Refer to Scale) <input type="checkbox"/> 29% to 49% below the poverty level <input type="checkbox"/> 50% to 74% below the poverty level <input type="checkbox"/> 75% or greater below the poverty level																															
Income Level Family Unit Size (FUS) Is your income less than <table border="1"><thead><tr><th>Unit Size</th><th>Per Month</th><th>Per Year</th><th>Yes</th><th>No</th></tr></thead><tbody><tr><td>One (1)</td><td>\$1,164.16</td><td>\$13,970.00</td><td></td><td></td></tr></tbody></table> Is your combined income less than <table border="1"><thead><tr><th>Unit Size</th><th>Per Month</th><th>Per Year</th><th>Yes</th><th>No</th></tr></thead><tbody><tr><td>Two (2)</td><td>\$1,576.66</td><td>\$18,920.00</td><td></td><td></td></tr></tbody></table> Is your combined income less than <table border="1"><thead><tr><th>Unit Size</th><th>Per Month</th><th>Per Year</th><th>Yes</th><th>No</th></tr></thead><tbody><tr><td>Three (3)</td><td>\$1,989.16</td><td>\$23,870.00</td><td></td><td></td></tr></tbody></table> <input type="checkbox"/> Four (4) or more in FUS, add \$412.50 per month or \$4,950.00 per year for each additional member. \$ _____		Unit Size	Per Month	Per Year	Yes	No	One (1)	\$1,164.16	\$13,970.00			Unit Size	Per Month	Per Year	Yes	No	Two (2)	\$1,576.66	\$18,920.00			Unit Size	Per Month	Per Year	Yes	No	Three (3)	\$1,989.16	\$23,870.00		
Unit Size	Per Month	Per Year	Yes	No																											
One (1)	\$1,164.16	\$13,970.00																													
Unit Size	Per Month	Per Year	Yes	No																											
Two (2)	\$1,576.66	\$18,920.00																													
Unit Size	Per Month	Per Year	Yes	No																											
Three (3)	\$1,989.16	\$23,870.00																													
B. SERVICES REQUESTED <input type="checkbox"/> Case Management Services <input type="checkbox"/> Adult Day Care Services <input type="checkbox"/> In-Home Services <input type="checkbox"/> Legal Assistance Services <input type="checkbox"/> National Family Caregiver Support <input type="checkbox"/> Senior Center Operations: _____ (Specify Center) <input type="checkbox"/> Transportation Services: <input type="checkbox"/> Walks with no assistance (Non-Assisted)																															

<input type="checkbox"/> Walks with assistance (Assisted)	
<input type="checkbox"/> Elderly Nutrition Program: <input type="checkbox"/> Congregate Meals (Center/Day Care) <input type="checkbox"/> Home-Delivered Meals (Homebound) Meal Type: <input type="checkbox"/> Regular <input type="checkbox"/> Mechanical/Chopped <input type="checkbox"/> Pureed/Blenderized <input type="checkbox"/> Liquid Supplement <input type="checkbox"/> Special (Provide document from physician or religious leader to certify special meal requirement.)	
<input type="checkbox"/> Ombudsman Program <input type="checkbox"/> Guam Medicare Assistance Program <input type="checkbox"/> Guam Senior Medicare Patrol Project	
COMMENTS:	
C. CAREGIVER INFORMATION	
<input type="checkbox"/> Not Applicable	<input type="checkbox"/> Caregiver <input type="checkbox"/> Paid - Paid by: _____ <input type="checkbox"/> Not Paid
Last Name	
First Name	
Middle Name	
Date of Birth	
Day Phone No.	
Night Phone No.	
Relationship to Client	
D. GUARDIAN/AUTHORIZED REPRESENTATIVE INFORMATION	
Last Name	
First Name	

CLIENT'S NAME: _____ GETCARE ID: _____

Middle Name	
Day Phone No.	
Night Phone No.	
Relationship to Client	
E. EMERGENCY CONTACT NUMBER	
Last Name	
First Name	
Middle Name	
Day Phone No.	
Night Phone No.	
Relationship to Client	
F. HIGH RISK CLIENTS UNDER EMERGENCY DECLARATION	
A client is considered High Risk under Emergency Declaration if any of the following exists. This information shall be provided to the client's village Mayor in preparation for emergencies. Check all that apply.	
<input type="checkbox"/> Bedridden	
<input type="checkbox"/> Requires transportation and/or escort assistance for evacuation to shelter, e.g., those living alone.	
<input type="checkbox"/> Requires refrigeration of medication and/or is insulin dependent.	
<input type="checkbox"/> Requires oxygen.	
<input type="checkbox"/> Lives in substandard housing.	
<input type="checkbox"/> Not Applicable	
G. ELIGIBILITY AND CONSENT OF CLIENT	
Individuals age sixty (60) years and older are eligible for Title III programs under the Older Americans Act. This Act also prioritizes services for:	
◆ Persons who are frail, homebound by reason of illness or incapacitating disability, or otherwise isolated; and	
◆ Persons with greatest economic need with particular attention to low-income individuals; persons with greatest social need with	
particular attention to low-income minority individuals, and those who reside in rural areas.	
Voluntary contributions to Title III programs are encouraged and used to expand services. Services may not be denied because the client will not or cannot contribute to the cost of the program.	
I CERTIFY THE INFORMATION GIVEN BY ME IS TRUE TO THE BEST OF MY KNOWLEDGE, AND I UNDERSTAND IT WILL BE KEPT CONFIDENTIAL AND USED ONLY TO HELP ME RECEIVE THE BENEFITS/SERVICES WHICH I MAY BE ENTITLED.	
I HEREBY AUTHORIZE THE DISCLOSURE AND RELEASE OF THIS INFORMATION ONLY FOR THE PURPOSES FOR WHICH IT IS INTENDED. THIS AUTHORIZATION MAY BE REVOKED BY THE UNDERSIGNED AT ANY TIME BY GIVING WRITTEN NOTICE TO THE PARTIES AUTHORIZED HEREIN.	
Signature of Client or Authorized Representative (AR)	
Date	
Relationship to Client, if AR	
H. INTAKE INFORMATION	
Intake Worker	
Signature of Intake Worker	
Date of Intake	
Time of Intake	
Organization	
Phone Number	
IPR Forwarded To	
<input type="checkbox"/> Adult Protective Services	

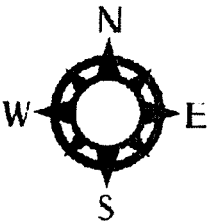
CLIENT'S NAME: _____ GETCARE ID: _____

SENIOR CITIZENS AGING SERVICES FY-2012
INTAKE, PROFILE AND REFERRAL (IPR) FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

<input type="checkbox"/> Case Management Services
<input type="checkbox"/> Elderly Nutrition Program (Congregate Meals)
<input type="checkbox"/> Legal Assistance Services
<input type="checkbox"/> Senior Center Operations
<input type="checkbox"/> Transportation Service
<input type="checkbox"/> National Family Caregiver Support Program
<input type="checkbox"/> Ombudsman Services
<input type="checkbox"/> Guam Medicare Assistance Program
<input type="checkbox"/> Guam Senior Medicare Patrol Project

Forwarded By	
Date Forwarded	
Time Forwarded	
I. RECEIVING ORGANIZATION INFORMATION	
IPR Received By	
Date	
Time	
Date of Initial Contact with Client	
Time of Initial Contact with Client	

J. CLIENT'S HOME		
IF MAP IS SENT SEPARATELY, INCLUDE THE CLIENT'S NAME AND SSN AT TOP OF MAP		
Does the home have an accessible driveway?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
If you use a wheelchair, is there an accessible ramp?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
MAP TO THE CLIENT'S HOME		
In the box below, draw a map to the client's residence marking the client's home with an "X". Indicate the house number, street name and the village where the client is from. Include primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc. All pets at your home shall be controlled by leash, cage, etc. in accordance with P.L. 15-96 and 22-13.		



CLIENT'S NAME: _____ GETCARE ID: _____

SENIOR CITIZENS AGING SERVICES FY-201_
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

Use of this form will record a change or a program service update to a client's Intake, Profile and Referral form or to previously processed Record Change and Service Update forms. Requested changes should be supported with proper documentation i.e. marriage certificate, Mayor's Verification, etc. Please check below the applicable change(s).

RECORD CHANGE	SERVICE UPDATE CHANGE
----------------------	------------------------------

1. Name (Last, First, Middle Initial)	3. Date of Birth (MM/DD/YR)
2. Social Security Number (000-00-0000)	4. Effective Date of Action (MM/DD/YR)

A. CLIENT INFORMATION (RECORD CHANGE)		
	FROM	TO
Village		
Home Address		
Mailing Address		
Telephone Number		
Marital Status		
Living Arrangement		
Special Needs		
Mobility Status		
Allergies		
Undergoing Treatment		
Health Insurance		
Health Status		
Support System		
Housing Condition		
Financial Assets		
Income Level		

SENIOR CITIZENS AGING SERVICES FY-201_
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM
PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

B. SERVICES REQUESTED (IPR SERVICE UPDATE(S)) Check the appropriate program(s) and/or indicate the non-aging specific program, and describe the change in service to include effective date of period change, and duration of change.	
AGING PROGRAM	DESCRIPTION OF SERVICE UPDATE
Adult Day Care	
Adult Day Care – Dementia Specific Center	
Case Management Services	
Elderly Nutrition Program – Congregate	
Elderly Nutrition Program – Home Delivered	
Guam Medicare Assistance Program	
In-Home Services	
Legal Assistance Services	
National Family Caregiver Support Program	
Senior Center Operations	
Transportation Services	
Other Social Services or Community Based Services. Specify: _____	

C. CAREGIVER INFORMATION (RECORD CHANGE)		
	FROM	TO
Name of Caregiver		
Telephone Number		
Relationship to Client		

D. GUARDIAN / AUTHORIZED REPRESENTATIVE INFORMATION (RECORD CHANGE)		
	FROM	TO
Name of Guardian / Authorized Representative		
Telephone Number		
Relationship to Client		

Client's Name: _____ SSN: _____ Page 2 of 3

SENIOR CITIZENS AGING SERVICES FY-201_
INTAKE, PROFILE AND REFERRAL (IPR) RECORD CHANGE AND SERVICE UPDATE FORM
 PLEASE PRINT CLEARLY USING BLUE OR BLACK INK.

E. EMERGENCY CONTACT NUMBER (RECORD CHANGE)		
	FROM	TO
Name of Emergency Contact		
Telephone Number		
Relationship to Client		

F. HIGH RISK CLIENTS UNDER EMERGENCY DECLARATION (RECORD CHANGE)		
	FROM	TO
Specify High Risk		

J. CLIENT'S HOME (RECORD CHANGE)	
<u>DRAW A MAP TO THE CLIENT'S HOME</u> (Indicate primary and secondary access roads, type and color of the house, if fenced, landmarks such as adjacent to or across from the village community center, store, bus stop, etc.)	
<div style="display: flex; align-items: center; justify-content: center;"> <div style="text-align: right; margin-right: 10px;">West</div> <div style="text-align: center;"> <div style="font-size: 2em;">↑</div> <div style="font-size: 2em;">↔</div> <div style="font-size: 2em;">↓</div> </div> <div style="text-align: left; margin-left: 10px;">East</div> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> North South </div>	

INTAKE INFORMATION		PROGRAM MANAGER	
Name of Intake Worker		Name of Program Manager	
Signature of Intake Worker		Signature of Program Manager	
Date of Intake		Date of Review	
Organization		DISPOSITION	
Aging Program		APPROVED Effective Date: _____	
Contact No.		DISAPPROVED Reason: _____	
Date Forwarded to Program Manager			

Client's Name: _____ SSN: _____ Page 3 of 3



ADULT PROTECTIVE SERVICES REFERRAL
DIVISION OF SENIOR CITIZENS ♦ DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
123 Chalan Kareta, Mangilao, Guam 96913-6304 Ph: 735-7415 or 7421



Transmittal of this referral form via facsimile is strictly prohibited. Please print clearly using black or blue ink.

REFERRAL INFORMATION	
Referral taken by:	
Date:	
Time:	
Referring Person:	<input type="checkbox"/> Anonymous (Enter check {√} if appropriate)
Agency:	
Phone No.:	
Contact Person:	
Phone No.:	

CLIENT INFORMATION				
Client Status: (Enter check {√} in appropriate box)	<input type="checkbox"/>	New	<input type="checkbox"/>	Active
	<input type="checkbox"/>	Former	<input type="checkbox"/>	Deceased; D.O.D.:
	<input type="checkbox"/>	Male	<input type="checkbox"/>	Female
	<input type="checkbox"/>	Elderly	<input type="checkbox"/>	Disabled
	<input type="checkbox"/>	Dual		
Last Name:				
First Name:				
Middle Name:				
Home Address: (Please include directions, description, landmarks, etc.) <input type="checkbox"/> Map on back				
Village:				
Current Physical Location:				
Phone No.:	(H)		(W)	
Ethnicity:				
Citizenship:				
Birth Date:				
Age:				
Marital Status: (Enter check {√} in appropriate box)	<input type="checkbox"/>	Single	<input type="checkbox"/>	Married
	<input type="checkbox"/>	Widowed	<input type="checkbox"/>	Divorced
	<input type="checkbox"/>	Other:		
Disability:				

TYPES OF ABUSE (Enter check {√} in appropriate box)			
<input type="checkbox"/>	Abandonment	<input type="checkbox"/>	Mental/Emotional
<input type="checkbox"/>	Material/Financial	<input type="checkbox"/>	Neglect
<input type="checkbox"/>	Physical	<input type="checkbox"/>	Sexual
<input type="checkbox"/>	Self Neglect	<input type="checkbox"/>	Other:

ALLEGED ABUSER INFORMATION				
Last Name:				
First Name:				
Middle Name:				
Relationship:				
Address: (Please include directions, description, landmarks, etc.)				
Village:				
Phone No.:	(H)		(W)	
Ethnicity:				
Gender:	<input type="checkbox"/>	Male	<input type="checkbox"/>	Female
Birth Date:				
Age:				
Marital Status: (Enter check {√} in appropriate box)	<input type="checkbox"/>	Single	<input type="checkbox"/>	Married
	<input type="checkbox"/>	Widowed	<input type="checkbox"/>	Divorced
	<input type="checkbox"/>	Other:		

FOR USE BY APS STAFF ONLY				
Case No.:				
Referral No.:				
Database Entered by:				
Assigned Worker:				
Date Assigned:				
Reports:	24 Hour / 7 Day:		14 Day:	
	30 Day:		60 Day:	
Continued on back?	<input type="checkbox"/>	Yes	<input type="checkbox"/>	No

(Continued from page 1)

[illegible]

Emergency Action Taken:

☐ Referred to APS Social Worker on (Enter date & time):

**DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIVISION OF SENIOR CITIZENS
ADULT PROTECTIVE SERVICES UNIT**

INVESTIGATION REPORT

SECTION I - VICTIM PROFILE

Client Name:		Case No.:	
Address:		Contact No:	
DOB:	Age:	Sex:	Category:
SSN:	Ethnicity:	Citizenship:	Type of Abuse:

Client Name:		Case No.:	
Address:		Contact No:	
DOB:	Age:	Sex:	Category:
SSN:	Ethnicity:	Citizenship:	Type of Abuse:

SECTION II. – ALLEGED ABUSER PROFILE

Name:		Ethnicity:	
Address:		Contact No:	
DOB:	Age:	Sex:	SSN:
Relationship to Client:		Place of Employment:	

SECTION III. - IMMEDIATE INTERVENTION

[illegible]

ADULT PROTECTIVE SERVICES
INVESTIGATION REPORT – 7 DAY REPORT

SECTION IV. – VICTIM INVESTIGATION CHRONOLOGY

Client Name:		Case No.:	
Date	Narrative		
Based on initial contact:			
<input type="checkbox"/>	Inappropriate		
<input type="checkbox"/>	Service Plan in place		
<input type="checkbox"/>	Needs further investigation		
<input type="checkbox"/>	Undetermined due to:		
<input type="checkbox"/>	Substantiated		
<input type="checkbox"/>	Unsubstantiated		
Social Worker Signature:			Date:
Supervisor Review – Signature:			Date:

ADULT PROTECTIVE SERVICES INVESTIGATION REPORT

SECTION V. – INITIAL SERVICE PLAN

Client Name:	Case No.:
--------------	-----------

[illegible]

SECTION V. – SERVICE PLAN UPDATES

 Springer

**ADULT PROTECTIVE SERVICES
INVESTIGATION REPORT – 14 DAY REPORT**

SECTION VI. – ALLEGED ABUSER INVESTIGATION CHRONOLOGY

Case Name:	Case No.
------------	----------

Case No.

[illegible]

Date:

Date:

**ADULT PROTECTIVE SERVICES
INVESTIGATION REPORT – 30 DAY REPORT**

SECTION VII. – INVESTIGATION CHRONOLOGY

Case Name:	Case No:
------------	----------

Case No:

Narrative

[illegible]

Date:

Date:

SECTION VIII. – INVESTIGATION CHRONOLOGY

[illegible]

ADULT PROTECTIVE SERVICES INVESTIGATION REPORT

SECTION IX. – CASE DETERMINATION

Client Name:		Case No.:
	SUBSTANTIATED: There is sufficient evidence to support the existence of the abuse.	DATE:
	UNSUBSTANTIATED: There is inconclusive evidence of abuse but existence of the abuse cannot be disproved to the satisfaction of the Unit.	DATE:
	NOT DETERMINED WITHIN 90 DAYS (Explanation must follow)	DATE:

SECTION X. - TRANSFER / DISPOSITION / TERMINATION SUMMARY

Transfer to:			
	Another APS Worker due to:		
	Emergency Receiving Home Worker due to:		
Disposition:			
	Pending – Case remains open for follow-up and monitoring.		
	Pending – Declaration sent to Office of the Attorney General – Substantiated.		
	Pending – If No Determination as of ninety (90) days after receipt of referral, information shall be expunged from Central Registry.		
	Substantiated/Unsubstantiated. Shall be maintained for ten years.		
Social Worker:		Date:	
Supervisor:		Date:	
Termination (Investigation is complete):			
	Client refused or withdrew consent to conduct investigation.		
	Case closed due to:		
	Case resolved.		
Social Worker:		Date:	
Supervisor:		Date:	

ADULT PROTECTIVE SERVICES UNIT									
CONTACTS SUMMARY									
Client Name	Address	City	State	Zip	Phone	Referral Source	Referral Date	Referral Ref	Referral Title
Client ID	Case No.	File No.	Report No.	Investigation No.	Interview No.	Interview Date	Interview Ref	Interview Title	Interview Ref
Client Name	Address	City	State	Zip	Phone	Referral Source	Referral Date	Referral Ref	Referral Title
Client ID	Case No.	File No.	Report No.	Investigation No.	Interview No.	Interview Date	Interview Ref	Interview Title	Interview Ref

[illegible]

PC – Phone Call
HV – Home Visit

CC – Collateral Contact
OV – Office Visit

CW – Case Write-Up

ADULT PROTECTIVE SERVICES UNIT
CHRONOLOGICAL ENTRY

Client Name:

Case Number:

[illegible]

HV – Home Visit
OV – Office Visit

CC – Collateral Contact
PC – Phone Call

CW – Case Write-Up

**ADULT PROTECTIVE SERVICES
INVESTIGATION REPORT**

**INVESTIGATION CHRONOLOGY
UPDATE**

INVESTIGATION CHRONOLOGY UPDATE

[illegible]

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES
DIVISION OF SENIOR CITIZENS
ADULT PROTECTIVE SERVICES UNIT

CENTRAL REGISTRY CASE PROFILE

VICTIM PROFILE

Client Name:				Case No.:			
Address:				Date of Birth:			
Category (Check (√) as appropriate):		Elderly		Adult		Dual	

ALLEGED PERPETRATOR PROFILE

Name (s):

SUMMARY

Type of Abuse (Check (√) as appropriate):		Abandonment		Physical		Sexual
		Material/Financial		Mental/Emotional		Neglect
		Self Neglect		Other (Specify):		

DATE	LOCATION OF ALLEGED ABUSE

NATURE AND EXTENT OF ALLEGED ABUSE(S):

PROGRESS OF LEGAL PROCEEDINGS:	<input type="checkbox"/> NOT APPLICABLE
--------------------------------	---

ADULT PROTECTIVE SERVICES	
CONSENT FORM	
CONSENT TO CONDUCT INVESTIGATION	
This section is protected by Public Law 19-54, Chapter 2, Title 10, Article 10, Section 2957, Guam Code Annotated, Adult Protective Services Unit, relative to Consent of the Victim.	
I, _____ hereby give consent to the Adult Protective Services to conduct an investigation concerning Case No.: _____ received on _____(Date)	
Signature of Client or Guardian	Witness
Date	Date
WITHDRAWAL OF CONSENT TO CONDUCT INVESTIGATION	
I, _____ hereby withdraw my consent for the Adult Protective Services to investigate matters relative to the above noted referral.	
Signature of Client or Guardian	Witness
Date	Date
REFUSAL TO CONDUCT INVESTIGATION	
I, _____ hereby refuse to give consent to the Adult Protective Services to conduct an investigation concerning Case No.: _____ received on _____(Date).	
Signature of Client or Guardian	Witness
Date	Date

EMERGENCY RECEIVING HOME PROGRAM - CLIENT CONSENT FOR RELEASE OF INFORMATION

This information is being released from records protected by Public Law 19-54, Chapter 2, Title 10, Article 10, Section 2959, Guam Code Annotated, Adult Protective Services Unit as contracted to the Emergency Receiving Home (ERH), Catholic Social Service (CSS), relative to Confidentiality.

_____ (RELEASING PARTY), hereby give permission to release information to the ERH, CSS as contracted by the Adult Protective Services Unit, Division of Senior Citizens, Department of Public Health and Social Services for the purpose of serving and protecting vulnerable adults age 18 through 59 and seniors, age 60 years and older, as applicable to me or my ward. The information being released is limited to: **Please be very specific with Releasing Party to initial beside each appropriate item.**

Social Security Administration						Personal
SSN#		-		-		Medical
						Financial
All information determined to be necessary to assist in the investigation of APS Case No.:						
Other: (specify)						

Signature of Client or Guardian

Witness

Date

Date

EMERGENCY RECEIVING HOME PROGRAM - REVOCATION OF CONSENT FOR RELEASE OF INFORMATION

_____ (RELEASING PARTY), hereby revoke this Consent for Release of information to the person or organization listed above as of _____ (DATE)

Signature of Client or Guardian

Witness

Date

Date

EMERGENCY RECEIVING HOME

AGREEMENT FOR SHELTER SERVICES

I _____, hereby acknowledge the existence of the services which have been explained and discussed with me.

I therefore:

- ☐ Accept and will follow all Emergency Receiving Home rules and regulations during my stay at the shelter.
- ☐ Give permission to the shelter staff to conduct business on my behalf.
 - ☐ Pick up my medication
 - ☐ Take me on shelter activities
 - ☐ Take me to and from my doctor's appointments
 - ☐ Attend meetings on my behalf
 - ☐ Other(s) Specify: _____
- ☐ Refuse to give permission to the shelter staff to conduct business on my behalf.
- ☐ Would like to be referred to another agency for additional services.
 - ☐ Division of Senior Citizens (DSC) – Title III Aging Programs
 - ☐ Adult Protective Services (APS)
 - ☐ Department of Integrated Services for Individuals with Disabilities (DISID)
 - ☐ Department of Vocational Rehabilitation (DVR)
 - ☐ Legal Assistance Service (LAS)
 - ☐ Other(s) Specify: _____

Signature of Client/Family Member or Guardian	Date:
Signature of Shelter Staff	Date:
Signature of Witness	Date:

EMERGENCY RECEIVING HOME
CLIENT MEDICAL REPORT

(TO BE COMPLETED BY A PHYSICIAN)

TO THE PHYSICIAN: Please be specific in providing a complete report. Such information is essential in determining proper placement in our **EMERGENCY RECEIVING HOME PROGRAM**. This will be part of the client's record.

Client's Name:		Date of Admission:	
Address:		Date of Discharge:	
Phone No.:		Client I.D. Number:	
Birthdate:	Client Lives: [] Alone [] Other Relative [] w/Spouse [] Non-Relative [] w/Children		Social Worker:
Sex: [] Female [] Male	Marital Status: [] Married [] Single [] Widow [] Separated [] Divorced [] Unknown		
Religious Preference	Racial/Ethnic Background	Highest Level of Education	
Family Income	Language Spoken, if not English	Interpreter Needed [] Yes [] No If yes, what language:	
Entitlements [] Social Security [] TANF [] Food Stamps [] Other	Health Care Coverage [] Medicare Plan A [] Medicare Plan B [] Medicaid [] Other (Specify) _____		Person to contact in an emergency:
			Phone No.:
			Preferred Hospital:
Name of Primary Physician:		Name of Alternate Physician:	
Address:		Address:	
Phone Number:		Phone Number:	
Name of Legal Guardian:		Relationship	
Address:		Phone Number:	

PHYSICAL FINDINGS

(Check those applicable)

A. STATE OF AMBULATION

- ☐ Walks freely without aid, including stairs.
- ☐ Walks with difficulty without aid, including stairs.
- ☐ Walks without aid, but cannot climb stairs.
- ☐ Requires assistance for all walking.
- ☐ Crutches.
- ☐ Wheelchair-bound.

Other qualifying remarks: _____

B. FEEDING

- ☐ Can cut food and feed self.
- ☐ Can feed self, only if food is cut.
- ☐ Must be fed.
- ☐ Tube feeding required.

Other qualifying remarks: _____

C. BOWEL AND BLADDER CONTROL

- ☐ No assistance needed.
- ☐ Could be helped to bathroom when necessary.
- ☐ Condition varies.
- ☐ Requires bedpan or urinal and ☐ can ☐ cannot request same.
- ☐ Completely incontinent of feces and urine.

Other qualifying remarks: _____

D. SPEECH

- ☐ No difficulty.
- ☐ Language barriers.
- ☐ Dysarthria.
- ☐ Aphasia.

Other qualifying remarks: _____

E. MENTAL STATE

- ☐ No abnormalities.
- ☐ Emotional stability ☐ presenting ☐ not presenting problems in management.
- ☐ Mild confusion and memory lapses.
- ☐ Noisy and disturbing to others.
- ☐ Has been in the past an alcoholic or drug addict ☐ but not presenting these problems at present time.

Other qualifying remarks: _____

F. PERSONAL CARE

- ☐ No assistance needed.
- ☐ Needs help in ☐ dressing ☐ toileting.

Other qualifying remarks: _____

PHYSICAL FINDINGS (continued)

(Check those applicable)

G. PATIENT REQUIRES

- ☐ Close medical care and supervision.
☐ Primary nursing care with occasional medical supervision.
☐ Simple custodial care (room and board in protected situation) with occasional medical supervision.

Other qualifying remarks: _____

Any special problems such as: _____ deafness _____ blindness _____ amputation.

Is the patient free from communicable disease? _____ Yes _____ No

DIAGNOSIS: _____

PROGNOSIS: _____

RESTORATIVE GOALS: _____

LABORATORY FINDINGS:

Serology _____ CBC _____ Urinalysis _____

Other _____

X-RAY REPORT: _____

RECOMMENDATIONS: _____

SPECIAL DIET: _____

MEDICATIONS: _____

PHYSICIAN'S SIGNATURE

DATE

DIVISION OF SENIOR CITIZENS, DPHSS ADULT PROTECTIVE SERVICES UNIT			
MENTAL STATUS EXAM <i>*To be completed by worker prior to signing of Consent forms</i>			
Case Number:		Case Name:	
DESCRIPTION	Age:	Ethnicity:	Sex:
APPEARANCE	Clothing <input type="checkbox"/> Clean <input type="checkbox"/> Tidy <input type="checkbox"/> Stained <input type="checkbox"/> Torn <input type="checkbox"/> Unkempt	Grooming <input type="checkbox"/> Hair combed <input type="checkbox"/> Hair disheveled <input type="checkbox"/> Clean shaven <input type="checkbox"/> Unshaven	Hygiene <input type="checkbox"/> Good, clean <input type="checkbox"/> Poor, body odor
AFFECT	Appropriate <input type="checkbox"/> Full range	Inappropriate <input type="checkbox"/> Flat, blunted, restricted, labile	
MOOD	Appropriate <input type="checkbox"/> Pleasant <input type="checkbox"/> Happy	Inappropriate <input type="checkbox"/> Depressed <input type="checkbox"/> Euphoric <input type="checkbox"/> Anxious <input type="checkbox"/> Angry	
THOUGHT CONTENT	Appropriate <input type="checkbox"/> Clear, orderly	Inappropriate <input type="checkbox"/> Hallucinations (audio, visual), delusions, obsessions/compulsions, grandiosity, preoccupied religiously/sexually, ideas of reference/influence, somatic concerns, suicidal ideation, homicidal ideation	
THOUGHT PROCESS	Appropriate <input type="checkbox"/> Logical, relevant	Inappropriate <input type="checkbox"/> Illogical, loosening of association, flight of ideas, tangentiality, thought blocking	
ORIENTATION	Person:	Place:	Time:
MEMORY	<input type="checkbox"/> Short term	<input type="checkbox"/> Long term	
JUDGEMENT	<input type="checkbox"/> Good, reasoned	<input type="checkbox"/> Poor, careless	
INSIGHT	<input type="checkbox"/> Good, recognition of problems	<input type="checkbox"/> Poor, lacks understanding of problems	
Notes:			
Social Worker conducting Assessment:		Date/ Time of Assessment:	

410-0-2-0-10 Form

DIVISION OF SENIOR CITIZENS, DPHSS ADULT PROTECTIVE SERVICES UNIT RISK FACTOR ASSESSMENT			
Case No:	Case Name:		
FACTOR	LOW RISK	MODERATE RISK	HIGH RISK
A. VICTIM			
▪ Physical/Mental Activities	<input type="checkbox"/> Cares for & protects self without assistance	<input type="checkbox"/> Requires limited assistance	<input type="checkbox"/> Completely unable to protect/care for self
▪ Perception of Risk	<input type="checkbox"/> Appropriate	<input type="checkbox"/> Questionable	<input type="checkbox"/> Inappropriate <i>*If checked, worker must complete a Mental Status Exam.</i>
▪ Extent of Abuse	<input type="checkbox"/> No discernable effect	<input type="checkbox"/> Safety assured; non-life threatening	<input type="checkbox"/> Life threatening; injuries require EMS
B. CAREGIVER/ GUARDIAN			
▪ Level of Cooperation / Protection	<input type="checkbox"/> Aware of the problem and cooperative; may deny some responsibility	<input type="checkbox"/> Limited cooperation; slow to seek help from agencies	<input type="checkbox"/> Denies problem and refuses to cooperate; vacillates in commitment to protect victim
▪ Abilities and Control	<input type="checkbox"/> Realistic perception	<input type="checkbox"/> Poor reasoning; needs assistance	<input type="checkbox"/> Poor perception and unwilling or unable
C. ALLEGED ABUSER			
▪ Rational Behavior	<input type="checkbox"/> Accidental injury with	<input type="checkbox"/> Unintentional minor injury	<input type="checkbox"/> Intentional with desire to harm
▪ Level of Cooperation	<input type="checkbox"/> Cooperates but does so because of authority involved rather than due to interest in victim's welfare	<input type="checkbox"/> May deny abusive behavior but acknowledge a generalized problem	<input type="checkbox"/> Likely to move from community; non-cooperative with services in the past
▪ Access to Victim	<input type="checkbox"/> No access	<input type="checkbox"/> Access is difficult; AA makes direct threats on a daily basis to victim's sense of security	<input type="checkbox"/> Complete access; AA makes direct and dramatic threats to victim's emotional security
▪ History of Abuse/Neglect	<input type="checkbox"/> No reported history	<input type="checkbox"/> Previous history, unsubstantiated	<input type="checkbox"/> Previous history, substantiated

FACTOR		LOW RISK	MODERATE RISK	HIGH RISK
D. ENVIRONMENT				
▪ Home Physical Condition	<input type="checkbox"/> Clean and no apparent safety/health hazard	<input type="checkbox"/> Trash/garbage or animal droppings not disposed	<input type="checkbox"/> Structurally unsound safety/health hazard	
▪ Support System	<input type="checkbox"/> Support available	<input type="checkbox"/> Some support	<input type="checkbox"/> No support and isolated	
▪ Stress	<input type="checkbox"/> Stable environment	<input type="checkbox"/> Financial burden/difficulties	<input type="checkbox"/> Other crisis in family; lacks support	
E. CLIENT'S CAPACITY TO MAKE INFORMED LIFE DECISIONS		<input type="checkbox"/> Appears reliable to make own decisions at this time	<input type="checkbox"/> Questionable; needs further assessment; recommend referral to Office of the Public Guardian for review.	<input type="checkbox"/> Client exhibiting poor insight; lacks understanding of the problem due to decreased cognitive ability; recommend immediate contact with the Guam Police Department and the Attorney General of Guam for assistance and intervention.
F. SEVERITY OF NEGLECT / SELF-NEGLECT		<input type="checkbox"/> Unkempt appearance; meals irregular, but adequate; no medical / dental care, but with no ill effects; caregiver/AA has periodically not attended to victim's needs	<input type="checkbox"/> Caregiver/AA reveals frequent inability to care for or protect victim; meals not provided, victim chronically hungry; unattended medical / dental problems causing victim discomfort; some periods of unsupervised care, victim has no access to or knowledge of resources; caregiver/AA avoids interaction with victim to meet emotional needs	<input type="checkbox"/> Victim is left unsupervised for excess periods of time; neglect results or could result in severe injury or illness; caregiver/AA consistently withholds affection and rejects victim; significant developmental delays due to neglect
Notes:				
Social Worker conducting Assessment:		Date/Time of Assessment:		

**DEPARTMENT OF PUBLIC HEALTH & SOCIAL SERVICES
DIVISION OF SENIOR CITIZENS**

PROCEDURES FOR REPORTING ABUSE OF THE ELDERLY OR ADULTS WITH DISABILITY

Public Law 19-54 delineates the policy for the reporting of abuse of the elderly and adults who have a disability. As stated within the law, the following definitions pertain:

- a. **Adult with a Disability** - Person 18-59 years or older who:
 - 1. Has a physical or mental impairment which substantially limits one or more activities of daily living.
 - 2. Has a history of, or has been classified as having an impairment which substantially limits one or more activities of daily living.
- b. **Activities of Daily Living** - Functions such as, but not limited to, caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
- c. **Elderly** - A person sixty (60) years of age or older.
- d. **Caregiver** - Any family member or legal guardian who has the care or custody of the individual who has been abused.
- e. **Elderly or Adult with a Disability Abuse** - Any one or more of the following acts inflicted on an individual by other than accidental means by another person: physical, mental or emotional and material abuse and physical harm, neglect, abandonment or self-neglect.

The following definitions apply:

- a. **Physical Abuse** - The willful infliction of injury which results in physical harm. It includes but is not limited to cruel punishment resulting in physical harm or pain or mental anguish, such as direct beatings, slapping, kicking, biting, choking, burning, sexual assault or molestation, or unreasonable physical restraint or confinement resulting in physical injury.
- b. **Mental or Emotional Abuse** - Includes but is not limited to verbal assaults, insults, threats, intimidation, humiliation, harassment, isolation which provokes fear, agitation, confusion or severe depression.
- c. **Material Abuse** - Illegal or improper use of an individual's money, property or other resources for monetary or personal benefit, profit or gain. It includes but is not limited to theft, misappropriation, concealment, misuse or fraudulent deprivation of money or property belonging to the individual.
- d. **Physical Harm** - Bodily pain, injury, impairment or disease.

- e. **Neglect** - The failure of a caregiver to provide for the physical, mental or emotional health and well-being of the individual and includes but is not limited to:
1. Failure to assist to provide personal hygiene.
 2. Failure to provide adequate food, water, clothing or shelter.
 3. Failure to provide medical care for the physical and mental health of the individual. No individuals shall be deemed neglected or abused for the sole reason that they voluntarily rely on treatment by spiritual means through prayer alone in lieu of medical treatment.
 4. Failure to protect an individual from health and safety hazards.
- f. **Abandonment** - The desertion or willful forsaking of individuals by their caregivers under circumstances in which a reasonable person would continue to provide care or custody.

Reporting Requirements



Individuals who are required to report include:

- a. Any persons who, in the course of their employment, occupation or professional practice come into contact with elderly or adults who have a disability or have actual knowledge or reasonable cause to believe that an elderly or adult who has a disability is suffering from or has died as a result of abuse, shall immediately make a verbal report of such information or cause a report to be made to the Adult Protective Services and shall, within 48 hours, make a written report to the unit.
- b. Persons required to report abuse under this Law include, but are not limited to physicians, medical interns, medical examiners, nurses, chiropractors, hospital personnel engaged in the admission, examination, care or treatment of persons, social workers, employees of nursing homes and adult day care facilities, police officers, probation officers and employees of homemaker service agencies.
- c. In addition to persons who are required to report, any other person may make such report to the Adult Protective Services if any such person has reasonable cause to believe that an elderly or adult who has a disability is suffering from or has died as a result of abuse.

Reports shall include:

- a. The name of the person making the report and where he or she can be reached. However, reports of abuse may be made anonymously. Any person who in good faith makes a report under this article or testifies in any administrative or judicial proceeding related to the report is immune from civil or criminal liability for reporting or testifying. The identity of the person making the report shall be confidential.
- b. The name, address and approximate age of the victim.
- c. Information regarding the nature and extent of the abuse, the name of the person's caretaker, if known, and any medical treatment being received or immediately required, if known.
- d. The name of the person or persons responsible for causing the suspected abuse.
- e. The source of the report.
- f. Any other information which may assist in the investigation of the suspected abuse.

Failure to Report

Any person who is required to report a case of suspected abuse who fails to report shall be liable for a fine of not more than \$500, except that for a second or subsequent offense, such person shall be guilty of a misdemeanor.

All individuals must strictly adhere to the Adult Abuse Law. In addition to the law, the following information is provided:

- a. Any individual who suspects any category of abuse will immediately contact the Bureau of Adult Protective Services at 735-7421 or 7415. This contact number is valid Monday through Friday, 8:00 a.m. to 4:30 p.m. with the exception of federally or locally authorized holidays.
- b. After 4:30 p.m. or during the weekend or on federally or locally authorized holidays contact the Emergency Receiving Home Crisis Intervention Hotline at 632-8853.

**REMEMBER THE RULE OF THUMB:
WHEN IN DOUBT.....REPORT!**

No.	Description	Qty	UOM	Monthly Price	Extended Price
1.1	Emergency Receiving Home (ERH): ERH Shelter services with the capacity to perform Case Investigation and Intervention and a Crisis Intervention Hotline	9	Mos.	\$ _____	\$ _____

DEPARTMENT OF PUBLIC HEALTH AND SOCIAL SERVICES, DIVISION OF SENIOR CITIZENS (DPH&SS, DSC): EMERGENCY RECEIVING HOME (ERH) PROGRAM: COMPREHENSIVE MANAGEMENT, OPERATIONS, AND MAINTENANCE OF THE EMERGENCY RECEIVING HOME (ERH) WITH CASE INVESTIGATION AND INTERVENTION AND A CRISIS INTERVENTION HOTLINE ALL OF WHICH OPERATE TWENTY-FOUR (24) HOURS, SEVEN (7) DAYS A WEEK FOR SENIORS AGE 60 YEARS AND OLDER AND ADULTS WITH A DISABILITY, AGE 18-59 WHO ARE VICTIMS OR ALLEGED VICTIMS OF ABUSE.

SCOPE OF SERVICES: PROGRAM SPECIFICATIONS

The Guam State Office on Aging (SOA) under the Division of Senior Citizens, Department of Public Health and Social Services (DSC,DPHSS), is responsible for coordinating all activities related to older persons on Guam as required under the Older Americans Act, and through Guam Public Law 14-139. A copy of the 2012-2015 Guam Four Year State Plan on Aging is available at the Guam Department of Public Health and Social Services URL website at dphss.guam.gov. In addition, the Bidder shall be cognizant of the provisions of Public Law 19-54, as amended by Public Law 21-33 and the Americans with Disabilities Act Amendments Act (ADAAA).

Public Law 19-54 as amended by P.L. 21-33, created within the DSC, DPHSS the Adult Protective Services Unit. The Unit is also referred to as the Bureau of Adult Protective Services (BAPS) as noted in several of the department’s annual budget for the DPHSS. BAPS is mandated to: receive and investigate all referrals of alleged abuse against an elderly or adult with a disability; develop a coordinated system of protective services to prevent further abuse and to provide or arrange for these services; provide an emergency ERH Shelter care; provide a 24-hour Crisis Intervention Hotline, and provide education and outreach to the community regarding abuse, neglect, and exploitation of the elderly and adults with a disability. This procurement is for an Emergency Receiving Home (ERH) Program which will provide 24 hours a day, seven (7) days a week an emergency shelter equipped with the capability of providing Case Investigations and Interventions, and a Crisis Intervention Hotline (CIH) with telecommunication devices for the deaf (TDD) to receive referrals of abuse; and conduct: intake services, client assessments, investigations, intervention, and aftercare services.

The target population to serve, as identified in Public Law 19-54, as amended by Public Law 21-33, are seniors, age sixty (60) years of age and older, and adults, age eighteen (18) years and older and are victims or alleged victims of abuse and are in imminent danger of further abuse who:

- 1) Has a physical or mental impairment which substantially limits one (1) or more major life activities such as, but not limited to, caring for one’s self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working; and
- 2) Has a history of, or has been classified as having an impairment which substantially limits one (1) or more major life activities.

Introduction: The Guam State Office on Aging under the Department of Public Health and Social Services, Division of Senior Citizens (DPH&SS, DSC), is responsible for coordinating all activities related to older persons on Guam as required under the Older Americans Act, and through Guam Public Law 14-139. A copy of the 2012-2015 Guam Four Year State Plan on Aging is available at the Guam Department of Public Health and Social Services URL website at dphss.guam.gov. In addition, and where this IFB stems from, the DPH&SS, DSC is also responsible for the protection and advocacy of senior citizens and adults with a disability, as prescribed in Public Law 19-54, as amended by Public Law 21-33. Further, where applicable, the DPH&SS, DSC also complies with provisions of the Americans with Disabilities Act Amendments Act (ADAAA).

Public Law 19-54 as amended by P.L. 21-33, created within the DPH&SS, DSC the Adult Protective Services Unit. The Unit is also referred to as the Bureau of Adult Protective Services (BAPS) as noted in several of the department’s annual budget for the DPH&SS. BAPS is mandated to: receive and investigate all referrals of alleged abuse against an elderly or adult with a disability; develop a coordinated system of protective services to prevent further abuse and to provide or arrange for formal support intervention services to address the abusive situation; provide emergency shelter care; provide a 24-hour Crisis Intervention Hotline, and provide education

and outreach to heighten community awareness in our efforts to prevent and or stop abuse, neglect, and exploitation of the elderly and adults with a disability.

The Emergency Receiving Home (ERH) Program provides twenty four (24) hours a day, seven (7) days a week, emergency shelter, crisis intervention hotline services, and case investigation and intervention services. The ERH is administered by the DPH&SS, DSC on behalf of the community of Guam and is part of network of agencies providing the formal support system in the continuum of care of Guam's elderly and adults with disabilities.

The target population to serve, as identified in Public Law 19-54, as amended by Public Law 21-33, are seniors, age sixty (60) years of age and older, and adults, age eighteen (18) years and older and are victims or alleged victims of abuse and are in imminent danger of further abuse who: 1) Has a physical or mental impairment which substantially limits one (1) or more major life activities such as, but not limited to, caring for one's self, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning and working; and 2) Has a history of, or has been classified as having an impairment which substantially limits one (1) or more major life activities.

The ERH Program services being acquired are 100% locally funded and is dependent on local Government of Guam funds being appropriated, allotted, allocated and certified. It is the intention of the Government that this program will be funded in Fiscal Year 2013 for nine (9) months in two increments. The first increment is to be funded for six (6) months or January 1, 2013 through June 30, 2013. The second and final increment will be for the last three (3) months of this fiscal year or July 1, 2013 through September 30, 2013. Funding for the first six (6) months is available. Funding for the remaining three (3) months is in reserve and anticipated to be available. If funds for this program are not secured for any reason, the Government reserves the right to cancel this procurement consistent with Guam procurement law and regulations.

1. ELEMENTS OF THE EMERGENCY RECEIVING HOME (ERH) PROGRAM

Background: The Emergency Receiving Home (ERH) Shelter is currently operated and administered in a rented residential facility which is not government owned. This facility consists of (6) bedrooms of which four (4) are used as client bedrooms with two beds in each room and the remaining two (2) rooms are used as staff offices; (3) bathrooms, two (2) for clients and one (1) for staff use; one (1) kitchen; one (1) living room; one (1) garage; and one (1) laundry room. The ERH Shelter is fully fenced, air-conditioned, and is equipped with smoke detectors in every room, a water heater, and appropriate fire extinguishers. The ERH Shelter utilizes one (1) leased seven (7) passenger van to transport clients to and from appointments, court hearings, and recreational outings.

For the reporting period of Fiscal Year 2012, the ERH Shelter was staffed with one (1) Acting Program Manager, one (1) Social Worker, nine (9) Shelter Caregivers of which five (5) are females and four (4) are males, and a part-time nurse.

Emergency Shelter. For the period of Fiscal Year 2012 there were thirteen (13) clients admitted for shelter services, of which, twelve (12) were elderly and one (1) adult with a disability. For the period of Fiscal Year 2011, there were eight (8) clients admitted for shelter services, of which, five (5) were elderly and three (3) were adults with a disability. For the reporting period of Fiscal Year 2010, there were eleven (11) clients admitted for shelter services, of which, four (4) were elderly and seven (7) adults with a disability.

Crisis Intervention Hotline. The Crisis Intervention Hotline operates within the Emergency Receiving Home Shelter and is manned by designated staff of the ERH Shelter to receive referrals for alleged abuse against the elderly and adults with disabilities twenty four (24) hours, seven (7) days a week. For the reporting period of Fiscal Year 2012 there were twenty two (22) calls logged on the ERH hotline telephone logbook. For the reporting period of Fiscal Year 2011, there were ninety one (91) calls logged on ERH hotline telephone logbook. For the reporting period of Fiscal Year 2010, there were seventy four (74) logged on the ERH hotline telephone logbook. For Fiscal Year 2012, the drop in calls logged into the ERH hotline telephone logbook is attributed to the change in the system used in the assignment of cases. The prior system of using a round robin in the assignment of cases is no longer practiced, effective Fiscal Year 2012, thus, the reduced number of calls for the fiscal year. The need for the system of using a round robin for prior years was due to the DPH&SS, DSC, BAPS being understaffed.

Case Investigation and Intervention. Case Investigation and Intervention will be conducted by the ERH social worker on alleged referrals of abuse against the elderly and adults with disabilities received through the ERH Crisis Intervention Hotline after regular government of Guam working hours, on weekends and locally recognized government of Guam holidays. For the reporting period of Fiscal Year 2012, there were twenty two (22) case investigations conducted and completed by the ERH Social Worker. For the reporting period of Fiscal Year 2011, there were eighty four (84) case investigations conducted and completed by the ERH Social Worker. The difference of seven (7) cases from the ninety-one (91) calls received and logged in the ERH hotline

telephone logbook is attributed to the prior practice of using the round robin system in the assignment of cases. Therefore, it is assumed that these seven (7) cases were assigned and investigated by the DPH&SS, DSC, BAPS. For the reporting period of Fiscal Year 2010, there were seventy five (75) case investigations conducted and completed by the ERH Social Worker. The increase of one case above the seventy four (74) calls received and logged in the ERH hotline telephone logbook is again attributed to the prior practice of using the round robin system in the assignment of cases, this time with one more case being assigned and investigated by the contracted provider of the ERH Program.

Existing Program Inventory: The following equipment is available for program use.

Three (3) *twin size beds* including the frame and mattress which is in fair condition. One (1) *manual crank hospital bed* with mattress which is in fair condition. Thirty (30) *eighty (80) inches by thirty-six (36) inches by six (6) inches vinyl mattress covers* which is in fair condition. Six (6) *five (5) drawer dresser* which is in fair condition. One (1) *nine (9)-piece living room set* which is between fair and poor condition. One (1) *entertainment center* which is in fair condition. One (1) *console table* which is in fair condition. One (1) *thirty-two (32) inches flat screen television* which is in fair condition. One (1) *counter high table with eight (8) chairs* which is in fair condition. One (1) *hot and cold water dispenser* which is in fair condition. One (1) *rice dispenser* that is able to store twenty-two pounds of rice which is in fair condition. One (1) *electric range* which is in fair condition with one (1) of the four (4) burners being inoperable. One (1) *kitchen refrigerator* which is in new condition. One (1) *five (5)-speed hand mixer* which is in fair condition. One (1) *sixteen (16)-speed blender* which is in fair condition. One (1) *twelve (12)-cup coffee maker* which is in fair condition. One (1) *ten (10)-cup rice cooker* which is in fair condition. One (1) *sixteen (16)-piece baking set with measuring cups* which is in fair condition. One (1) *seven (7)-piece standard cooking set of pots* which is in fair condition. One (1) *kitchen utensil organizer* which is in fair condition. One (1) *cutlery thirteen (13)-piece set with wood block* which is in fair condition. Three (3) *sixteen (16)-piece dish set* for a party of four (4) which is in fair condition. One (1) *seven (7)-piece dinette set* which is in fair condition. One (1) *ten (10) inches spatula* which is in fair condition. Six (6) *four (4)-piece heavy-duty tongs utility set* which is in fair condition. Three (3) *eating utensils service* for a party of four (4) which is in fair condition. One (1) *can and bottle opener* which is in fair condition. One (1) *electric can opener* which is in fair condition. One (1) *ergonomic manual can opener* which is in fair condition. One (1) *cooking timer* which is in fair condition. One (1) *twenty-eight (28) yards roll vinyl table cloth* which is in fair condition. One (1) *dish rack drainer* which is in fair condition. One (1) *all purpose utility cart* which is in fair condition. Five (5) *six (6)-pack hand towels* which is in fair condition. Six (6) *kitchen towels* which is in fair condition. Two (2) *kitchen set towel potholder* which is in fair condition. One (1) *rag* which is in fair condition. Ten (10) *alarm clocks* which is in fair condition. One (1) *dial weight scale* which is in fair condition. Two (2) *bath and shower chairs* which is in fair condition. Five (5) *seventy (70) inches by seventy-two (72) inches shower curtains* which is in fair condition. Four (4) *non-skid bath mats* which is in fair condition.

Four (4) *over bed tables* which is in fair condition. Twenty (20) *small trash cans* which is in fair condition. Three (3) *thirty-two (32)-gallon trash cans with lid* which is in fair condition. Two (2) *forty (40)-gallon storage containers* which is in fair condition. Twenty (20) *pieces of bed pans* which is in fair condition. One (1) *utility shelf storage* which is in fair condition. Three (3) *toilet bowl brushes* which is in fair condition. One (1) *large face clock* which is in fair condition. One (1) *ironing board* which is in fair condition. One (1) *steam and dry iron* which is in fair condition. One (1) *iron* which is in fair condition. Three (3) *laundry baskets* which is in fair condition. Three (3) *hampers with lid* which is in fair condition.

Two (2) *office desks* which is in fair condition. One (1) *Microsoft Central Processing Unit and monitor* which is in fair condition. One (1) *Central Processing Unit 2.4 gigahertz*, which is in fair condition. One (1) *Nikon F55D-35 millimeter SLR camera* which is in fair condition. One (1) *Canon Image Class printer* which is in fair condition.

One (1) *upright vacuum* which is in fair condition. One (1) *wet and dry vacuum* which is in fair condition. One (1) *garden tool organizer* which is in fair condition. One (1) *set of small gardening tools* which is in fair condition. Two (2) *garden hoses* which is in fair condition. Five (5) *pairs of garden gloves* which is in fair condition. Ten (10) *polyethylene disposable gloves* which is in fair condition. One (1) *rake* which is in fair condition. Two (2) *buckets* which is in fair condition. Two (2) *brooms* which is in fair condition. One (1) *round point shovel* which is in fair condition. One (1) *plastic water can* which is in fair condition. One (1) *hammer* which is in fair condition. One (1) *gas barbecue station with wheels* which is in new condition. One (1) *barbecue tool three (3)-piece set* which is in fair condition.

One (1) *electronic battleship game* which is in fair condition. One (1) *wooden checker set* which is in fair condition. Two (2) *red rubber stress balls* which is in fair condition. Two (2) *three (3) compartment plastic plates* which is in fair condition. Two (2) *plastic eight (8) ounces no-spill cups* which is in fair condition. One (1) *transparent mug with spout* which is in fair condition. Two (2) *arthritis mugs* which is in fair condition. Two (2) *comfort grip right handed fork* which is in fair condition. Two (2) *comfort grip left handed fork* which is in fair condition. Two (2) *weighted fork* which is in fair condition. One (1) *weighted soup spoon* which is in

The Specific Core Components of the Emergency Receiving Home Program are as follows:

BIDDING ON / REMARKS:

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- clients;
- m. Operational smoke detectors installed throughout the Shelter, particularly in the kitchen, main gathering area, and in areas where combustible materials are stored; and
- n. Storage areas containing combustible materials shall be properly secured. Hazardous chemicals, such as rodent poisons, and flammables shall be stored separately from food items. Storage of combustible materials shall be limited to articles essential to the operation of the Program.

- 6) The Bidder shall ensure the ERH Shelter provides:
 - a. Chilled distilled drinking -water throughout the day;
 - b. Air-conditioned rooms throughout the Shelter with room temperature maintained at a comfortable range between 75-83° F, per American Society of Heating, Refrigerating, and Air-Conditioning Engineers (ASHRAE) Standard 55;
 - c. Regularly scheduled interior and exterior maintenance and housekeeping activities;
 - d. Proper means for the daily disposal of refuse;
 - e. Adequate furnishings for clients to use for recreational, dining and sleeping activities;
 - f. A full equipped and current standard First Aid Kit located in an accessible area;
 - g. Fire Extinguishers (Type ABC) shall be located at one (1) entrance of the Shelter, and at the entrance of all kitchen areas and near all indoor areas where combustible materials are stored. Fire Extinguishers shall be inspected monthly by a Safety Officer or a designee of the organization and shall be kept fully charged at all times. Fire extinguisher tags shall be replaced annually upon servicing of the extinguisher by a certified person/company or upon and damage to the unit or tag.

B. **Crisis Intervention Hotline.** The Bidder shall provide 24 hours, seven (7) days a week, Crisis Intervention Hotline services with telecommunication devices for the deaf (TDD) at the ERH Shelter.

- 1) The Bidder shall use the APS Referral form when receiving referrals of suspected abuse towards senior citizens and adult individuals who have a disability; 24-hours a day, seven (7) days a week. The Bidder shall ensure no referral is turned away that requires investigation and/or intervention services on behalf of the target population.
- 2) The Bidder shall ensure a telephone logbook is maintained recording all referrals received. The information entered into the logbook shall include date and time of call, name of caller (allowing for anonymous callers), APS Case Number, and a disposition section to document the referring of callers to other appropriate person or agency with staff affixing their initials to identify themselves as the staff receiving the call.
- 3) The Bidder shall ensure referrals received between the hours of 8:00 a.m. through 4:30 p.m. are forwarded to the DPHSS, DSC, BAPS for case investigation, Monday through Friday, except on government of Guam holidays. Referrals received beyond government hours will be managed by the ERH Program staff. The Bidder shall ensure those cases that are crisis in nature are responded to immediately, regardless of the time the referral is received. The Bidder shall coordinate their response with the DPHSS, DSC, BAPS Social Services Supervisor to ensure a proper case response is executed.
- 4) The Bidder shall ensure client confidentiality is maintained at all times. ERH Program staff shall only discuss client referrals or cases with the ERH Care Coordinator or DPHSS, DSC, BAPS staff.

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2. ELEMENTS OF ERH ADMISSION AND CUSTODIAL CARE OF CLIENTS

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- a. The ERH Care Coordinator shall develop, implement, review and, when necessary, make appropriate adjustments to the client's ICP. The ICP shall be comprehensive and structured in such a way that will provide a variety of health, social, and related support services (i.e., cultural, educational and community) in a protective setting.
 - b. The ERH staff shall ensure adherence to the ICP.
 - c. Daily activities performed by each client shall be logged in each client's case file.
 - d. The ERH Care Coordinator shall refer clients to needed services i.e., case management, legal assistance and transportation. All referred services shall be documented in the client's case file to include follow-up inquiries to ensure services are provided.
 - e. With the consent of the client or the client's legal representative, and when appropriate, the ERH Care Coordinator shall work with the client's family or legal representative and the client's Caseworker from another service entity to discuss, coordinate and implement the ICP.
 - f. The Care Coordinator and/or Shelter Caregiver shall, at a minimum, transport clients admitted at the ERH Shelter to their various appointments ranging from court hearings, medical appointments, and/or social and recreational outings.
 - g. The transporting of clients should be provided through the use of the leased vehicle unless other modes of transportation is supported and approved by the ERH Care Coordinator. Other modes of transportation may include but is not limited to public transportation or family providing transportation.
 - h. The transporting of ERH clients is based on the individual needs of each client which will be coordinated between the ERH Care Coordinator and the Shelter Caregivers of this program.
- 2) The Bidder shall ensure compliance with **Medications and Medical Care** as prescribed by the client's attending physician.
- a. Upon admission and where symptoms of communicable disease are evident, the client shall be isolated pending medical clearance. The ERH Care Coordinator shall ensure medical care is provided for the client.
 - b. ERH staff shall strictly adhere to the **Individualized Care Plan (ICP)** and the **Emergency Receiving Home Program Client Medical Form**.
 - c. Medications shall be stored in a safe and secured area, temperature controlled as needed, and shall be accessible only by staff responsible for either the administration of medications to clients or the supervision of clients able to self-medicate.
 - d. All prescription medications administered shall be under a Doctor's order, and administered by a Doctor, licensed Registered Nurse, trained family member or may be taken by the clients themselves. Unless licensed to do so, ERH Staff shall not administer medication prescribed to a client.
 - e. With written consent from the client or the client's legal representative, ERH staff is allowed to pick up medications on behalf of the client, which shall be documented in the client's ICP. ERH staff shall document in the client's ICP when a client refuses to take his/her prescribed medication(s).
 - f. ERH staff shall immediately notify the ERH Care Coordinator of any changes in the client's medical condition. When a client becomes ill while at the ERH Shelter, the responsible person, next of kin and the physician of the client shall be immediately notified.
 - g. Standard First Aid supplies shall be kept on hand at the ERH Shelter at all times.
- 3) The Bidder shall ensure ERH staff provides supervised and personal care services for the protection of the clients. The ERH

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3. ERH CLIENTS' RIGHTS AND RESPONSIBILITIES

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4. ERH CLIENT REGISTRATION AND MAINTENANCE

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or update, unless the case requires immediate attention, which shall be referred to CMSP on the same day.

D. The Bidder shall work collaboratively with agencies supporting the ERH clients and report where consent is granted, significant changes in the physical, mental and social conditions, as observed in its regular contact with ERH clients.

E. The Bidder shall ensure that ERH clients are enrolled into the Aging and Disability Resource Center Guam GetCare database within five work days at www.guamgetcare.com which includes updates to the database for ERH clients. *This provision is subject to appropriation of program funds to include an APS component in the Aging and Disability Resource Center Guam GetCare database.*

F. **Multi-Disciplinary Team Meetings (MDTM).** When necessary, the ERH Care Coordinator shall convene a meeting of key stakeholders and providers to participate in the *Multi-Disciplinary Team Meeting (MDTM)* to address complex issues affecting ERH clients under the current care of the ERH Social Worker. Notice shall be given to the DPH&SS, DSC, BAPS prior to the meeting with minutes submitted within three (3) working days after the meeting.

G. **Awareness of Elder Concerns.** The Bidder shall report unmet needs or unresolved concerns in the Monthly Program Report in which the ERH Care Coordinator is unable to meet or resolve due to the complexity of the situation to include gaps in services.

5. PRIORITIZATION OF SERVICES

A. The Bidder shall prioritize services in the event there is a need to do so such as when the demand for services outweighs the available resources. The Bidder shall use the following scale to prioritize the provision of services to those in greatest socio-economic need, as necessary and as directed by the DPH&SS, DSC. The scale is based on three (3) focal areas, the ERH client’s Mobility; Support System; and Housing Condition. The Prioritization of Services Table is based on a point system with nine (9) being the highest possible points garnered. The ERH clients who garner the highest points in descending order will establish the priority list of ERH clients in greatest socio-economic need, thus will be the first to receive ERH Program services.

Prioritization of Services Table:

Point System	Mobility	Support System	Housing Condition
1	Cane or Walker	Support is available; but not living in same household	Full concrete structure
2	Wheel chair users	Minimal support; but not regularly available	Semi-Concrete structure
3	Homebound and bedridden	No support system in place	Tin and wood structure

B. Based on the need to activate this provision, the number of clients to be served will be determined by the existing conditions at the time of implementation. In the event the number of available slots is not sufficient to provide services to the number of clients determined to be at-risk and in need of services, the number of Activities of Daily Living (ADL) impairments will be applied to this distinct group as the determining factor for services. An additional factor in this point system may include whether the ERH client is responsible for the care of a dependent. Any application of a scale of similar or like form is permissible provided prior authorization is granted by the DPH&SS, DSC.

6. ELEMENTS OF THE ERH PROGRAM OPERATIONS

- A. **Operations.** The Bidder shall provide the personnel, facility, equipment and supplies, and conduct preventive maintenance of the ERH Shelter and vehicle(s), to ensure delivery of ERH Program services. The ERH program personnel, facility and all program equipment is to be used solely for this DPHSS, DSC BAPS program.

1) The Bidder shall ensure the ERH Shelter is in compliance with the Americans with Disabilities Act Amendments Act (ADAAA) standards.

2) The Bidder shall ensure the vehicles used for the ERH Program are kept clean, equipped with safety hazard warning devices (roadside reflectors), a fully functional First Aid Kit, a fully charged BC or ABC fire extinguisher.

3) The Bidder shall ensure the vehicles used in the ERH Program have operational restraints for its passengers, as applicable.

4) The Bidder shall ensure there is no smoking in vehicles used in the ERH program whether or not there are ERH clients being transported in the vehicles.

5) The Bidder shall ensure there is no smoking within the ERH Shelter and within 20 feet from any entrance or exit of the ERH Shelter.

6) The Bidder shall ensure compliance relative to the restrictions on the Use of Mobile Phones While Driving as prescribed in P.L. 31-194.
- B. **Client Files.** The Bidder shall maintain and update individual ERH client files as follows:

1) Referral Form

2) Investigative Report

(a) Cover Page

(b) 7-Day Report (Investigative Chronology – Victim)

(c) 14-Day Report (Investigative Chronology – Perpetrator)

(d) Immediate Intervention Plan

(e) Service Plan Update

(f) Investigative Chronology Updates

(g) Client Progress Updates

(h) Case Determination

(i) Transfer/Termination Summary

(j) 30-Day Report

(k) 60-Day Report

3) Contact Record

4) Chronological Entry

5) Client Consent for Release of Information

6) Consent to Conduct Investigation

7) Individualized Care Plan

8) Refusal for Services

9) Emergency Receiving Home Program Client Medical Report

10) Risk Assessment of Client

11) Copy of any applicable court documents

12) Other pertinent documents as deemed necessary and relevant to the case

7. ELEMENTS OF ERH PROGRAM STAFFING QUALIFICATIONS AND RESPONSIBILITIES

- A. The Bidder shall ensure ERH Program staff is qualified to execute their respective duties and responsibilities. The Bidder shall provide DPH&SS, DSC written job descriptions for each position involved in the direct delivery of ERH Program services.

- B. The Bidder shall not employ any individual for the ERH Program if he/she has been convicted of a felony or a drug or alcohol offense.
- C. The ERH Program staffing is as follows:
- 1) One (1) full-time ERH Care Coordinator
 - 2) Eight (8) full-time Shelter Caregivers
- For position numbers 1 and 2 above, these employees are projected to perform 1400 work hours for the period of January 20, 2013 through September 30, 2013.
- 3) One (1) part-time on-call ERH Care Coordinator
- For position number 3, the employee is projected to perform a total of 508 hours for the period of January 20, 2013 through September 30, 2013.
- 4) One (1) part-time Registered Nurse
- For position number 4, the employee is projected to perform a total of 288 hours with each week at 8 hours for 36 weeks for the period of January 20, 2013 through September 30, 2013.
- 5) One (1) part-time Shelter Caregiver
- For position number 5, the employee is projected to perform a total of 32 hours per week for the period of January 20, 2013 through September 30, 2013.
- D. The Bidder shall ensure staff for ERH positions identified in this IFB, meet the qualifications, abilities, and responsibilities, as follows:
- 1) **One (1) full-time ERH Care Coordinator.** The Care Coordinator for the ERH Program shall be responsible for the operations of the ERH Shelter which includes daily operations of the shelter, conducting client intake, case investigation and intervention, and crisis intervention hotline services, and completing investigative and program reports.
 - a. **Qualifications:**
 - (1) Possess a Bachelor's degree in social work, human services, behavioral sciences or gerontology from a recognized college or university; and
 - (2) Two (2) years of experience in social work or case management services, preferably in protective ERH Shelter services affecting the elderly and adult individuals who have a disability; and
 - (3) Three (3) years of administrative and supervisory experience in program management, specifically in residential community based setting; or
 - (4) Any equivalent combination of experience and training beyond the Bachelor's degree, which provides the minimum knowledge, abilities and skills.
 - b. **Responsibilities:**
 - (1) Demonstrate a continuous effort to refine and improve operations, work processes, activities, and quality of service responsive to the needs of the target population to be served;
 - (2) Develop and implement activities and services responsive to the needs of the target population to be served and in accordance with the clients' ICP;
 - (3) Supervise and evaluate ERH Program staff, volunteers and student interns;
 - (4) Ensure program ERH Program staff, volunteers and student interns possess the necessary training and certifications.
 - (5) Maintain complete and accurate records and statistical reports. Prepare reports in compliance with this Program's reporting requirements or as required through direction from the DPH&SS, DSC;

- (6) Demonstrate a continuous effort to seek alternative funding opportunities and grants, or similar resources responsive to the needs of the target population to be served;
- (7) Respond immediately to cases which may be in “crisis” (emergency);
- (8) Develop, implement, review and, when necessary, make appropriate adjustments to client’s ICP;
- (9) Collaborate with Title III Aging Network providers and programs and other service entities, as appropriate, and ensure referrals are initiated with the appropriate service providers for clients requiring additional services, including follow-up inquiries to ensure services are provided;
- (10) Ensure client files and required investigative reports are current and complete, in accordance with this IFB;

2)One (1) part-time Registered Nurse. The Part-time Registered Nurse for the ERH Program shall be responsible for providing nursing care to ERH clients whose conditions and treatment are normally uncomplicated, following established procedures, standing orders, doctor's instructions, and shall supervise and document the taking of medication by ERH clients.

a. **Qualifications:**

- (1) Associate's degree in Nursing from a recognized college or university;
- (2) Two years of professional nursing work experience; and
- (3) Possess a current license to practice professional nursing on Guam.

b. Responsibilities:

- (1) Provide training and instructions to staff regarding the use of special equipment such as wheelchairs, walkers, braces, crutches, etc;
- (2) Responsible for the overall health care and special needs of clients in coordination with their ICP; Regularly monitors and documents changes in their condition(s); advises ERH Care Coordinator of these changes and makes recommendations for adjustments to their ICP or the need to initiate referrals for additional services. All activities of the nurse regarding clients' Individualized Care Plans shall be documented and forwarded to the Care Coordinator for review and disposition;
- (3) Provide health care advisement/counseling for clients and make recommendations for counseling;
- (4) Ensure that clients' Health Records are complete and current; maintain documentation of any health-related concerns; and
- (5) Ensure health care equipment and supplies are available and operational.

2) **Eight (8) full-time ERH Shelter Caregivers and one (1) part-time Shelter Caregiver.** The ERH Shelter Caregiver(s) for the ERH Program shall be responsible for the day to day supervision of clients admitted into the ERH Shelter.

a. **Qualifications:**

- (1) High School Diploma or have attained a certificate of General Educational Development (GED);
- (2) One year experience working with elderly and/or adults with a disability; and
- (3) Documentation of training in care giving or course(s) in nursing aide, non-violent crisis intervention, cultural sensitivity or related subjects.

b. **Responsibilities:**

- (1) Provide day to day supervision for clients admitted into the ERH Shelter;
- (2) Ensure safety and comfort of ERH clients;
- (3) Receive referrals of alleged abuse and neglect against elderly and adults with disabilities;
- (4) Provide transportation to ERH clients, as needed;
- (5) Prepare reports concerning observations and behavior of ERH clients, including complaints, accidents and/or incident reports; and
- (6) Report all concerns or complaints received from ERH clients to the ERH Social Worker.

E. The Bidder shall ensure the following requirements are met prior to and current by all ERH Program staff prior to providing service to ERH clients and throughout their employment with this Program:

- a. Tuberculosis (TB) Clearance;
- b. Original Police, Court, and Traffic Clearances updated every three (3) years. Original Police, Court, and Traffic Clearances for new staff shall be dated no earlier than ninety (90) days prior to employment;
- c. Health Certificate issued by the Division of Environmental Health, DPH&SS.

F. The Bidder shall have documentation of ERH Shelter Caregiver(s) and the Social Workers having completed the required orientation and/or certification prior to providing service to ERH clients and throughout their employment with the Program. The requirements that follow shall always be kept current by the ERH Shelter Caregiver(s) and Social Worker.

- a. Cardiopulmonary Resuscitation (CPR) and First Aid Certification;
- b. Fire Extinguisher and Basic Fire Awareness training;
- c. Caregiver Certification or Re-Certification training.

8. ADMINISTRATIVE REQUIREMENTS:

A. **Program Response.** Upon receipt of correspondences from DPH&SS, DSC, the Bidder shall provide program responses within five (5) working days unless otherwise specified in the response.

B. **Improper Activities of ERH Staff.** The Bidder shall report in writing to the DPH&SS, DSC within two (2) working days of learning of alleged acts of malfeasance, including embezzlement by their employees which affects the ERH Program. The Bidder shall file a report with the appropriate authorities and a copy shall be provided to DPH&SS, DSC.

C. **Professionalism.** The Bidder shall ensure ERH Program Staff conduct themselves in a professional manner and maintain professional appearance while on duty.

D. **Staff Meetings.** The Bidder shall conduct no less than quarterly staff meetings to keep staff informed of changes in the ERH Program, and shall be open to the Government. Written notice of the meeting date, time, place, and agenda shall be provided to the DPH&SS, DSC, BAPS at least five (5) working days prior to the commencement of the meeting. Copies of the minutes shall be provided to the DPH&SS, DSC, BAPS at least five (5) working days prior to the next meeting, unless specifically requested earlier.

E. **Management of Personnel.** The absence of the Program Director and ERH Care Coordinator of this Program for more than three (3) consecutive work days shall be reported in writing to the DPH&SS, DSC, BAPS within two (2) working days prior to its effective date, naming the person(s) authorized to act on their behalf and the

anticipated duration of the appointment.

- F. **Staff Files.** The Bidder shall maintain and update individual personnel files for every employee of the ERH Program. Their personnel file will include the employee's application for employment; current Tuberculosis (TB) clearance which is renewed annually; original or certified copy of Police, Court, and Traffic Clearances which for new staff shall be dated no earlier than 90 days prior to employment and original or certified copy of Police, Court, and Traffic Clearances of current staff shall be updated by the staff as changes occur in either of the three documents; a copy of current Health Certificate (Institution), as applicable; a High School Diploma or General Educational Development (GED) certificate; certification for specialized field of study; acknowledgment of receipt of the Adult Protective Services Mandate – Ref: Public Law 19-54 as amended by Public Law 21-33, Bidder's Drug/Smoke-Free Workplace Policy, Bidder's Equal Employment Opportunity Policy, Bidder's Standard Operating Procedures that includes an Emergency Management Plan; Annual Work Plan and Job Performance Evaluation; and Bidder's personnel policies. *In addition, the Bidder shall provide a certified attestation for each employee of the ERH of having no convictions under U.S. District Courts.*
- G. **Complaints, Problems and Concerns.** The Bidder shall address non-urgent complaints, problems and concerns of ERH clients and document their efforts in dealing with the matter which will be reported in their Monthly Program Reports.
- 1) The Bidder shall report in writing to the DPH&SS, DSC, BAPS complaints, problems and concerns that are not resolved to the mutual satisfaction of all parties.
 - 2) The Bidder shall immediately notify DPH&SS, DSC, BAPS of any urgent complaints, problems, and concerns, through written communications submitted within four (4) hours to DPH&SS, DSC, BAPS.
 - 3) The Bidder shall promptly investigate complaints, problems and concerns regarding an ERH Program staff's conduct and shall provide a written report to the DPH&SS, DSC, BAPS within three (3) days from the date of the complaint.
- H. **Accidents and Incidents.** The Bidder shall ensure all accidents and incidents involving injury to individuals and/or damage to property is reported to the DPH&SS, DSC, BAPS, as soon as possible with written documentation containing the facts submitted no later than the following work day of the accident or incident. A copy of the reports issued regarding the accident or incident shall be submitted to the DPH&SS, DSC, BAPS no later than the next working day following its receipt by the Bidder.
- I. **Inspection Reports.** A copy of all inspection reports from agencies shall be provided to the DPH&SS, DSC, BAPS, no later than 10:00 a.m. the next working day of the inspection.
- J. **Inspection of ERH Shelter.** The DPH&SS shall have the right to inspect the offices and ERH Shelter to be utilized in this program during the evaluation period to determine their suitability (administrative requirement).
- K. **Monitoring.** Unannounced monitoring of the ERH Program by the DPH&SS, DSC shall not be denied by the Bidder. Monitoring may include on-site monitoring of ERH Shelter activities, ERH Shelter inspections, all daily and monthly reports prepared by ERH staff, and adherence to health and safety requirements. All documents and information related to the operations and delivery of services is subject

to review by the DPH&SS, DSC.

9. PROGRAM MONIES

- A. **Service Contributions.** The Bidder shall provide each ERH client with an opportunity to voluntarily contribute to the cost of the ERH, a service contribution. The Bidder shall clearly inform each ERH client that there is no obligation to contribute and that the contribution is purely voluntary. The Bidder shall protect the privacy and confidentiality of each ERH client with respect to the ERH client's contribution or lack of contribution; and use all collected contributions to expand the service for which the contributions were given. No ERH client shall be denied a service because the ERH client will not or cannot contribute to the cost of the service. This activity shall be documented in the Program Report.
- B. **Program Income.** The Bidder shall safeguard Program Income generated in support of the ERH Program, accounting for all funds generated through this program. This information shall be documented in the Program Report.
- C. **Grant Opportunities.** The Bidder is encouraged to apply for grants (Federal, local and foundation based, etc.) to enhance the program. Notice of application for grants and awards thereof, shall be reported to the DPH&SS, DSC in the Program Report.
- D. **Unexpended Service Contributions and Program Income.** Unless approval is granted by the DPH&SS, DSC, Service Contributions and Program Income Funds shall be expended within the current contract period of each fiscal year (Funds). Funds not expended within each fiscal year may be used to reduce the Bidder's monthly invoiced amount, unless granted by DPH&SS, DSC for the Bidder to carry over the unexpended Funds into the next fiscal year. In the event the ERH Program contract is terminated, not renewed or expires, all unexpended Funds is immediately due within five working days and payable to the DPH&SS, DSC or to the new provider, as advised by DPH&SS, DSC.

In the event unexpended Funds is not forwarded, the Bidder's final invoice shall be reduced by DPH&SS, DSC as an offset in an amount equal to the Funds not paid to the DPH&SS, DSC or to the new provider, as advised by DPH&SS, DSC.

10. INSURANCE COVERAGE

- A. **Insurance.** The Bidder agrees to procure and maintain in effect Workers Compensation and General Liability insurance coverage for the overall operations of the ERH Program. The Bidder shall provide certificates of such insurance to DPH&SS, DSC when required and shall immediately report in writing to the DPH&SS, DSC any insurance claims filed.
- B. **Workers Compensation Insurance** in the form and amount required by the law of the Government of Guam.
- C. **General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and/or combined single-limit bodily injury and property damage. The Bidder shall ensure the insurance is issued by a company authorized to do business on Guam with minimum limits of not less than \$1,000,000.00 for bodily injuries or death per occurrence, and not less than \$300,000.00 for damages to property.

11. PROGRAM PENALTIES

- A. **Administrative.** In the event the initial submission of the Monthly,

Quarterly, and Yearly Program reports is incomplete, inaccurate, or missing, and upon notification by DPH&SS, DSC, the Bidder shall have three (3) working days to submit or resubmit, as applicable, the required reports and upon being cleared by DPH&SS, DSC, no penalties will be applied.

In the event further corrections are required for any part of the program reports, the DPH&SS, DSC may assess a penalty of *half of one percent* for incomplete, inaccurate or late submission of any of the required program reports and shall be calculated after any disallowed cost to the monthly invoice amount is applied.

- B. **Personnel and Client Files and Records.** Personnel and client files and records shall be kept current and filed accordingly. The Bidder shall have three (3) work days to correct personnel and client files and records identified to be incomplete, missing, inaccurate, outdated or expired.

After the third work day has passed and the Bidder has not rectified the identified discrepancy to the satisfaction of the DPH&SS, DSC, the Bidder may be assessed a penalty of Twenty-Five Dollars (\$25.00) for each item in the personnel and client files and records identified to be deficient.

- C. **Annual Audit.** The Bidder may be assessed a penalty of Five Hundred Dollars (\$500.00) for each month the annual audit is submitted late to DPH&SS, DSC. The payment of the penalty shall not be derived from Service Contributions or Program Income funds generated through the ERH Program. The payment shall be made payable to the DPH&SS, DSC and shall be the responsibility of the Bidder. The penalty may be waived, as authorized by the DPH&SS, DSC, provided the Bidder can demonstrate in good faith having executed an agreement with an independent auditing entity to conduct the audit within 30 days upon official notification of award of this IFB. If none exist, the Five Hundred Dollars (\$500.00) penalty may be applied for each month the annual audit is submitted late.

12. **COMPENSATION FOR SERVICES**

- A. The Emergency Receiving Home (ERH) Program services being acquired for this procurement activity is dependent on local Government of Guam funds being allotted, allocated and certified. It is the intention of the Government that this program will be funded in Fiscal Year 2013 for nine (9) months in two increments. The first increment is to be funded for six (6) months or January 1, 2013 through June 30, 2013. The second and final increment will be for the last three (3) months of this fiscal year or July 1, 2013 through September 30, 2013. Funding for the first six (6) months is available. Funding for the remaining three (3) months is in reserve and anticipated to be available. If funds for this program are not secured for any reason, the government reserves the right to cancel this procurement consistent with Guam procurement law and regulations.

- B. The Bidder will be compensated upon the clearance of monthly invoices by DPH&SS, DSC. In any reporting month and there exist a discrepancy in the statistical, narrative or financial reports submitted by the Bidder, 10% of the invoice amount after applying any penalties or disallowed costs will be withheld until the discrepancy has been resolved to the satisfaction of the DPH&SS, DSC. Upon being notified by DPH&SS, DSC that the discrepancy has been resolved, the Bidder shall submit an invoice for the remaining 10% to be processed accordingly.

- C. Payment shall be based upon costs submitted less disallowed costs and penalties, as applicable. Compensation based upon the aggregate of the costs submitted may be less than the agreed upon

compensation but in no event shall it exceed the agreed upon compensation, unless otherwise provided for.

- D. Non-payment by the Government shall not be considered as grounds for suspension of services by the Bidder.

13. SPECIAL TERMS AND CONDITIONS:


- A. **Aging and Disability Resource Center (ADRC) Information System.** The Bidder shall be required to comply with the efforts in maintaining a unified automated information system that would support and promote a coordinated and comprehensive system of care. This effort shall be spearheaded by DPH&SS, DSC in collaboration with the Guam ADRC Project grantee.
- B. **Grantor Recognition.** The Bidder shall ensure recognition of the role of the grantor agency in providing services through this IFB. When a press release is issued or interview is given for any activity funded in whole or in part through this IFB, reference shall be given as to the funding source and funding agency. The Bidder shall prominently identify in all publications and advertisements that funding for the item(s) is provided through the DPH&SS, DSC to include all activities, facilities, and items utilized pursuant to the IFB. For example, *"This project is made possible through local Government of Guam funds administered by the Department of Public Health and Social Services, Division of Senior Citizens."* All advertisements by the Bidder about the ERH Program shall be submitted to the DPH&SS, DSC, BAPS, five (5) working days prior to distribution to the general public and local media.
- C. **Professional Standards.** The Bidder agrees to maintain professional standards applicable to its profession, professional development, and other ERH Program services. At all times pertinent to this IFB, the Bidder shall maintain all professional certifications and business licenses required in Guam and other states in which it does any portion of services in this IFB. The Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under this IFB. The Bidder shall, without additional cost to the Government, correct or revise all errors or deficiencies in its work.
- D. **Negligent Performance by Bidder.** The Government's review, approval, acceptance of, and payment of fees for services required under this IFB, shall not be construed to operate as a waiver of any rights under this IFB or of any cause of action arising out of Bidder's failure of performance of this IFB and Bidder shall be and remain liable to the Government for all costs of any kind which may be incurred by the Government as a result of the Bidder's negligent performance of any of the services performed under this IFB.
- E. **Standards of Conduct.** The Bidder shall uphold the highest standards of conduct of their ERH staff in administering services to the elderly and adults with a disability. All ERH staff shall abide by a zero tolerance of encouraging, accepting and receiving any type of loan, monetary gift or gratuity or any other form of financial gain from ERH clients or their families.
- F. **Activities of ERH Personnel.** The Bidder shall ensure the Bidder or his/her employees do not contribute or make available ERH Program funds, personnel or equipment to any political party or association or to the campaign of any candidate for public or party office; or for use in advocating or opposing any ballot measure, initiative, or referendum. The Bidder shall ensure the Bidder or his/her employees do not identify the ERH Program or the provider with any partisan or nonpartisan political activity, or with the campaign of any candidate

for public or party office.

- G. **Duplication of Services.** The Bidder shall ensure all ERH Program services that are part of this procurement are provided in an efficient and effective manner and where possible coordinated with other appropriate community services providers so as not to duplicate services.
- H. **Report of Abuse or Neglect.** The Bidder shall immediately verbally report any suspected cases of abuse or neglect of elders and adults who have a disability and provide a written report within 48 hours to the Bureau of Adult Protective Services, DPH&SS, DSC or its contracted provider. (Ref. P.L. 19-54 as amended by P.L. 21-33).
- I. The Bidder shall immediately verbally report any suspected cases of abuse or neglect of children and provide a written report within 48 hours to the Child Protective Services Unit, Bureau of Social Services Administration (Ref. P.L. 20-209).
- J. **Health Insurance Portability and Accountability Act (HIPAA).** The Bidder shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996, P.L. 104-191 and the Federal “Standards for Privacy of Individually Identifiable Health Information” promulgated under 45 CFR Part 160 and Part 164, Subparts A and E.
- K. **Client Confidentiality.** The Bidder shall ensure information obtained directly or indirectly from a ERH client be kept confidential and not released in a form that identifies the person without the informed consent of the person, or of his or her legal representative, unless the disclosure is required by court order or for program monitoring by authorized Federal, State or local monitoring agencies [P.L. 19-54, as amended by P.L. 21-33 § 2959 Confidentiality.]
- L. **Program Transition.** All steps shall be taken by the Bidder to ensure a smooth and professional transition of the ERH Program to prevent any interruption of services to the ERH clients and to preserve the integrity of the Program.
- 1) The Bidder, who has not been awarded a new contract or renewal of an existing contract under this Program, shall immediately prepare to relinquish all Program related information, files, equipment, service contributions, and program income (contributions, donations and gifts) remaining balances and all other operational, administrative and service documents and/or items to the new Bidder. The Bidder shall designate a person(s) who will work with the DPH&SS, DSC, BAPS in the transition process to the new Bidder.
 - 2) The DPH&SS, DSC shall oversee the transfer of all ERH Program related information, files, equipment, and monies to the new Bidder.


The above Emergency Receiving Home Program Bid Specifications were drafted by personnel of the DPH&SS, DSC to include, but not limited to the Senior Citizens Administrator, Social Services Supervisor, and Social Worker.

Reviewed By:


FRANCISCO V.G. LIMTIACO
Social Worker

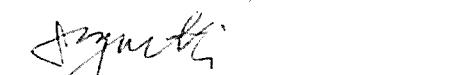
01/03/13
Date

Reviewed By:


JOCELYNN D.R. CRUZ
Social Services Supervisor

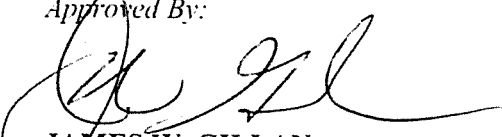
01/03/13
Date

Reviewed By:


ARTHUR U. SAN AGUSTIN, MHR
Senior Citizen's Administrator

Jan. 09, 2013
Date

Approved By:


JAMES W. GILLAN
Director, DPHSS

1.3.13
Date

ADDITIONAL CONTRACTUAL CONDITION

The purchase order together with these additional contractual condition incorporates Invitation for Bid No.

- (i) **Final Payment and Release of Claims.** Final payment shall be made upon satisfactory delivery and acceptance of all products and services as herein specified and performed under the contract. Prior to final payment; and as a condition precedent thereto, the Bidder shall execute and deliver to the department, a release in a form approved by the department of claims against the department arising under and by virtue of the contract.
- (ii) **Written Notice of Claims.** All written notice of claims shall be governed by the Guam Procurement Regulations, as set forth in Title 2 Guam Administrative Rules and Regulations, and/or as set forth by Guam law.
- (iii) **Responsibility of the Bidder.** The Bidder shall be responsible for the professional and technical accuracy of all work and materials furnished under the Contract. Bidder shall, without additional cost to the department, correct or revise all errors or deficiencies in its work identified during the term of the Contract, and as set forth in the Invitation for Bid No. GSA-009-13

The Department's review, approval, acceptance of, and payment of fees for services required under the Contract, shall not be construed to operate as a waiver of any rights under the Contract or of any cause of action arising out of the Bidder's failure of performance, except as provided herein, and the Bidder shall be and remain liable to the Department for all direct costs which may be incurred by the Department as a result of the Bidder's negligent performance of any of the services performed under the Contract.

- (iv) **General Compliance with Laws.** The Bidder shall be required to comply with all federal and territorial laws and ordinances applicable to work, including the American Recovery and Reinvestment Act of 2009, if required.
- (v) **Retention and Access to Records and Other Review.** Bidder, including subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to costs incurred and to make such materials available at their respective offices at all reasonable times during the contract period for three (3) years from the date of final payment under the contract; for inspection by the Department. Each subcontractor by the Bidder pursuant to the contract shall include a provision containing the conditions of the section.
- (vi) **Property of Documents.** All briefs, memoranda and other incidental work or materials furnished hereunder shall be and remain the property of the Department including all publication rights and copyright interests, and may be used by the Department without any additional cost to the Department, except as provided herein. All documents that form part of the contract are the property of the Department and cannot be reproduced without the Department's authorization, except as provided herein.
- (vii) **Indemnity.** The Bidder agrees to save and hold harmless; the department, its officers, agents, representatives, successors, and assigns other governmental agencies from any and all suits or actions of every nature and kind, which may be brought forth, or on account of; any injury, death, or damage arising or growing out of the acts or omissions of the Bidder, the Bidder's officers, agents, servants, or employees under the Contract.
- (viii) **Department not Liable.** The Department assumes no liability for any accident or injury that may occur to the Bidder, his or her agents, dependents, or personal property while en route to or from this department or during any travel mandated by the terms of the agreement. The Department shall not be liable to the Bidder for any work performed by the Bidder prior to the approval of the agreement by the Director(s), and the Bidder hereby expressly waives and all claims for service performed in expectation of the agreement prior to its approval by the Director(s).

- (ix) The Department assumes no liability for any accident or injury that may occur to the Bidder, his or her agents, dependents, or personal property while en route to or from the Department or during any travel mandated by the terms of the contract. The Department shall not be liable to the Bidder for any work performed by the Bidder prior to the approval of the contract, and the Bidder hereby expressly waives and all claims for service performed in expectation of the contract.
- (x) Termination for Defaults Clause. Pursuant to 2 GAR Div. 4 §6101(8) (a) Default. If the contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in the contract, or any extension thereof, otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the Procurement Officer may notify the contractor in writing of the delay or non-performance and if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate the contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part the Procurement Officer may procure similar supplies or services in a manner and upon terms deemed appropriate by the Procurement Officer. The contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- (b) Contractor's Duties. Notwithstanding termination of the contract and subject to any directions from the Procurement Officer, the contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the contractor in which the territory has an interest.
- (c) Compensation. Payment for completed supplies delivered and accepted by the territory shall be at the contract price. Payment for the protection and preservation of property shall be in an amount agreed upon by the contractor and the Procurement Officer; if the parties fail to agree, the Procurement Officer shall set an amount subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations. The territory may withhold from amounts due the contractor such sums as the Procurement Officer deems to be necessary to protect the territory against loss because of outstanding liens or claims of former lien holders and to reimburse the territory for the excess costs incurred in procuring similar goods and services.
- (d) Excuse for Nonperformance or Delayed Performance. Except with respect to defaults of subcontractors, the contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the contractor has notified the Procurement Officer within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the territory and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the contractor shall not be deemed to be in default, unless the supplies or services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the contractor to meet the contract requirements. Upon request of the contractor, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any once or more of the excusable causes, and that, but for the excusable cause, the contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the territory under the clause entitled (in fixed-price contracts, "Termination" for Convenience in cost reimbursement contracts)" Termination". (As used in this Paragraph of this clause the term "subcontractor" means subcontractor at any tier.)
- (e) Erroneous Termination for Default. If, after notice of termination of the contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contractor was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (4) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience of the territory, be the same as if the notice of termination had been issued pursuant to such clause. If, in the foregoing circumstances, this contract does not contain a clause providing for termination for convenience of the territory, the contract shall be adjusted to compensate for such termination and the contract modified accordingly subject to the contractor's rights under Chapter 9 (Legal and Contractual Remedies) of the Guam Procurement Regulations.

- (f) Additional Rights and Remedies. The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.”
- xi. Termination for convenience Clause. Pursuant to 2 GAR Div. 4 §6101(10) (a) Termination. The Procurement Officer may, when the interest of the territory so require, terminate this contract in whole or in part, for the convenience of the territory. The Procurement Officer shall give written notice of the termination to the contractor specifying the part of the contract terminated and when termination becomes effective.
- (b) Contractor’s Obligations. The Bidder shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Bidder will stop work to the extent specified. The Bidder shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Bidder shall settle the liabilities and claims arising out to the termination of subcontracts and orders connected with the terminated work. The Procurement Officer may direct the contractor to assign the Bidder’s right, title, and interest under terminated orders or subcontracts to the territory, the Bidder must still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.
- (c) Right to Supplies. The Procurement Officer may require the contractor to transfer title and deliver to the territory in the manner and to the extent directed by the Procurement Officer:
- (1) any completed supplies; and
 - (2) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures, plans, drawings, information, and contract rights (hereinafter called “manufacturing material”) as the contractor has specifically produced or specially acquired for the performance of the terminated part of this contract. The Bidder shall, upon direction of the Procurement Officer, protect and preserve property in the possession of the contractor in which the territory has an interest. If the Procurement Officer does not exercise the is right, the contractor shall use best efforts to sell such supplies and manufacturing materials in accordance with the standards of Uniform Commercial Code of Guam, §2706 (U.S.C.G. §2706 is quoted at the end of this §6101(10) (d) Utilization of this Section in no way implies that the territory has breached the contract by exercise of the Termination for Convenience Clause.
- (d) Compensation.
- (1) The contractor shall submit a termination claim specifying the amounts due because of the termination for convenience together with cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations bearing on such claim. If the contractor fails to file a termination claim within one year from the effective date of termination, the Procurement Officer may pay the contractor, if at all, an amount set in accordance with Subparagraph (c) of this Paragraph.
 - (2) The Procurement Officer and the contractor may agree to a settlement provided the contractor has filed a termination claim supported by cost or pricing data to the extent required by §3118 (Cost or Pricing Data) of the Guam Procurement Regulations and that the settlement does not exceed the total contract price plus settlement costs reduced by payments previously made by the territory, the proceeds of any sales of supplies and manufacturing materials under Paragraph of this clause, and the contract price of the work not terminated.
 - (3) Absent complete agreement under Subparagraph (b) of this Paragraph, the Procurement Officer shall pay the Bidder the following amounts, provided payments agreed to under Subparagraph (b) shall not duplicate payments under this Subparagraph:
 - (i) contract prices for supplies or services accepted under the contract;
 - (ii) costs incurred in preparing to perform and performing the terminated portion of the work plus a fair and reasonable profit on such portion of the work (such profit shall not include anticipatory profit or consequential damages) less amounts paid or to be paid for accepted supplies or services; provided, however, that if it appears that the contractor would have sustained a loss if the entire contract would have been completed, no profit shall be allowed or included and the amount of compensation shall be reduced to reflect the anticipated rate of loss;

- (i) costs of settling and paying claims arising out of the termination of subcontractors or orders pursuant to Paragraph (2) of this clause. These costs must not include costs paid in accordance with Subparagraph (c) of this Paragraph;
- (ii) the reasonable settlement costs of the contractor including accounting, legal, clerical, and other expenses reasonably necessary for the preparation of settlement claims and supporting data with respect to the terminated portion of the contract for the termination and settlement of subcontracts thereunder, together with reasonable storage, transportation, and other costs incurred in connection with the protection or disposition of property allocable to the terminated portion of this contract. The total sum to be paid the Bidder under this Subparagraph shall not exceed the total contract price plus the reasonable settlement costs of the Bidder reduced by the amount of payments otherwise made, the proceeds of any sales of supplies and manufacturing materials under Subparagraph (b) of this Paragraph, and the contract price of work not terminated.
- (3) Cost claimed, agreed to, or established under Subparagraph (b) and (c) of this Paragraph shall be in accordance with Chapter 7 (Cost Principles) of the Guam Procurement Regulations."

I Changes Clause

1 CHANGE ORDER: *reference GAR§ 6101 (3) (a)*

By a written order, at any time, and without notice to surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- (A) Drawing, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the territory in accordance therewith;
- (B) Method of shipment or packing; or
- (C) Place of delivery.

2 ADJUSTMENTS OF PRICE OR TIME FOR PERFORMANCE:

If any such change order increases or decreases Contractor's cost of, or the time required for performance of any part of the work under this contract, whether or not changed by the order, any adjustment shall be made and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

Failure of the parties to agree to an adjustment shall not excuse Contractor from proceeding with the contract as changed, provided that the territory promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, Contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

3 TIME PERIOD FOR CLAIM:

Within 30 days after receipt of a written change order under Paragraph (1) (Change Order) of this clause, unless such period is extended by the Procurement Officer in writing, Contractor shall file notice of intent to assert a claim for an adjustment. Later notification shall not bar Contractor's claim unless the territory is prejudiced by the delay in notification.

A. Claims Barred After Final Payment.

No claim by Contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

B. Other Claims Not Barred.

In the absence of such a change order, nothing in this clause shall be deemed to restrict Contractor's right to pursue a claim arising under the contract if pursued in accordance with the clause entitled, "Claims Based on a Procurement Officer's Actions or Omissions, Notice of Claim Clause", or for breach of contract.

4 STOP WORK ORDER: *reference GAR§ 6101(4) (c)*

A. Order to Stop Work.

The Procurement Officer may, by written order to Contractor, at any time, and without notice to any time, and without notice to any surety, require the Contractor to stop all or any part of the work called for by this contract. This order shall be for specified period not exceeding 90 days after the order is delivered to Contractor, unless the parties agree to any further period. Any such order shall be identified specifically as a stop work order issued pursuant to this clause. Upon receipt of such an order, Contractor shall forthwith comply with its terms and take all reasonable steps to minimize the occurrence of costs allocable to the work covered by the order during the period of work stoppage. Before the stop work expires, or within any further period to which the parties shall have agreed, the Administrator of Supply Management shall either:

- (i) Cancel the stop work order; or
- (ii) Terminate the work covered by such order as provided in the "Termination for Default Clause" or the "Termination for Convenience Clause" of this contract.

B. Cancellation or Expiration of the Order.

If a stop work order issued under this clause is cancelled at any time during the period specified in the order, or if the period of the order or any extension thereof expires, the Contractor shall have the right to resume work. An appropriate adjustment shall be made in the delivery schedule or contract price shall be modified in writing accordingly, if:

- (i) the stop work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
- (ii) Contractor asserts a claim for such an adjustment within 30 days after the end of the period of work stoppage; provided that, if the Procurement Officer decides that the facts justify such action, any such claim asserted may be received and acted upon at any time prior to final payment under this contract.

C. Termination of Stopped Work.

If a stop work order is not cancelled and the work covered by such order is terminated for default or convenience, the reasonable costs resulting from the stop work order shall be allowed by adjustment or otherwise.

D. Adjustment of Price. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

5 PRICE ADJUSTMENTS: *reference GAR § 6101(6)*

A. Price Adjustment Methods.

Any adjustment in contract price pursuant to a clause in this contract shall be made in one or more of the following ways:

- (i) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- (ii) by unit prices specified in the contract or subsequently agreed upon;
- (iii) by the costs attributable to the event or situation covered by the clause, plus appropriate profit or fee, all as specified in the contract or subsequently agreed upon;
- (iv) in such other manner as the parties may mutually agree; or
- (v) in the absence of agreement between the parties, by a unilateral determination by the Procurement Officer of the costs attributable to the event or

situation covered by the clause, plus appropriate profit or fee, all as computed by the Procurement Officer in accordance with generally accepted accounting principles and applicable sections of the regulations promulgated under Chapter 7 (Cost Principles) of the GAR and subject to the provisions of Chapter 9 (Legal and Contractual Remedies) of the GAR.

B. Submission of the Cost or Pricing Data.

Contractor shall provide cost or pricing data for any price adjustments subject to the provisions of §3118 (Costs or Pricing Data) of the GAR.

6 CLAIMS BASED ON PROCUREMENT OFFICER'S ACTIONS OR OMISSIONS:
reference GAR § 5106(8).

A. Notice of Claim.

If any action or omission on the part of Procurement Officer, or designee of such officer, requiring performance changes within the scope of the contract constitutes the basis for a claim by Contractor for additional compensation, damages, or an extension of time for completion, Contractor shall continue with performance of the contract in compliance with the directions or orders of such officials, but by so doing, Contractor shall not be deemed to have prejudiced any claim for additional compensation, damages, or an extension of time for completion; provided:

(a) Contractor shall have given written notice to the Procurement Officer, or designee of such officer:

(i) prior to the commencement of the work involved, if at that time Contractor knows of the occurrence of such action or omission;

(ii) within 30 days after Contractor knows of the occurrence of such action or omission, if Contractor did not have such knowledge prior to the commencement of the work; or

(iii) within such further time as may be allowed by the Procurement Officer in writing.

This notice shall state that Contractor regards the act or omission as a reason which may entitle Contractor to additional compensation, damages, or an extension of time. The Procurement Officer or designee of such officer, upon receipt of such notice, may rescind such action, remedy such omission, or take such other steps as may be deemed advisable in the discretion of the Procurement Officer or designee of such officer.

(b) the notice required by Subparagraph (a) of this Paragraph describes as clearly as practicable at the time the reasons why Contractor believes that additional compensation, damages, or an extension of time may be remedies to which Contractor is entitled; and

(c) Contractor maintains and, upon request, makes available to the Procurement Officer within a reasonable time, detailed records to the extent practicable, of the claimed additional costs or basis for an extension of time in connection with such changes.

B. Limitations of Clause.

Nothing herein contained, however, shall excuse the Contractor from compliance with any rules of law precluding any territorial officers and any Contractors from acting in collusion or bad faith in issuing or performing change orders which are clearly not within the scope of the contract."

C. Adjustment of Price.

Any adjustment in the contract price made pursuant to this clause shall be determined in accordance with the Price Adjustment Clause of this contract.

II WAGE AND BENEFIT COMPLIANCE-CONTRACTORS PROVIDING SERVICES

- (a). Contractor with regard to all person its employs whose purpose in whole or in part is the direct delivery of services contracted for with the Government of Guam in this procurement, shall pay such employees in accordance with the Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor for such labor as is employed in the direct deliverance of deliverables to the government of Guam. 5 GCA § 5801 Contractor shall be responsible for flowing down this obligation to its subcontractors.
- (b) The Wage Determination most recently issued by the U.S. Department of Labor at the time this Agreement was awarded to Contractor shall be used to determine wages and benefits which shall be paid to employees pursuant to this clause. 5 GCA § 5801
- (c) Should any contract contain a renewal clause, then at the time of renewal adjustments there shall be stipulations contained in that contract for applying the Wage Determination, so that the Wage Determination promulgated by the U.S Department of Labor on a date most recent to the renewal date shall apply. 5 GCA § 5801
- (d) In addition to the Wage Determination detailed above, health and similar benefits for employees having a minimum value as detailed in the Wage Determination issued and promulgated by the U.S. Department of Labor shall apply. Contractor shall pay a minimum of ten (10) paid holidays per annum per employee. 5 GCA § 5802
- (e) Any violation of Contractor or its subcontractors obligations of this section shall be investigated by the Guam Department of Labor and may include a monetary penalty assessment by the Guam Department of Labor of no less than One Hundred Dollars (\$100.00) per day, and no more than One Thousand Dollars (\$1,000.00) per day, until such time as a violation has been corrected, as well as the payment of all back wages and benefits due. 5 GCA § 5803
- (f) In addition to any and all other breach of contract actions the Government of Guam may have under this procurement, in the event there is a violation in the process set forth in subsection (e) above, Contractor may be placed on probationary status by the Chief Procurement Officer of the General Service Agency, or its successor, for a period of one (1) year. During the probationary status, a Contractor shall not be awarded any contract by any instrumentality of the Government of Guam. A Contractor who has been placed on probationary status, or has been assessed a monetary penalty pursuant to 5 G.C.A. Article 13 Title 5 may appeal such penalty or probationary status to the Superior Court of Guam. 5 GCA § 5804
- (g) Contractor along with all proposed offerors and submitter under this procurement were required to submit a Declaration of Compliance with Wage Determination laws as part of this procurement with a copy of the most recent Wage Determination for Guam and the Northern Marianas Islands issued and promulgated by the U.S. Department of Labor. 5 GCA §5805
- (h) The applicable USDOL Wage Determination Rate Revision (as defined by subsections (b) and (c)) is to this Agreement. Contractor agrees to provide upon written request by the Government of Guam written certification of its compliance with its obligations as part of each invoice, along with the names of any employees, their positions, and detailed wage and benefits paid in keeping with this section. Additionally upon request by Government of Guam the Contractor shall submit source documents as to those individuals provide direct services in part or whole under this Agreement and its payments to them of such wages and benefits.

III Ethical Standards:

With respect to this procurement and any other contract that the Contractor may have, or wish to enter into, with any government of Guam agency, the Contractor represents that it has not knowingly influenced, and promises that it will not knowingly influence, any government employee to breach any of the ethical standards set forth in the Guam Procurement Law and in any of the Guam Procurement Regulations.

IV Prohibition against Gratuities and Kickbacks:

With respect to this procurement and any other contract that the Contractor may have or wish to enter into with any government of Guam agency, the Contractor represents that he has not violated, is not violating, and promises that he will not violate the prohibition against gratuities and kickbacks set forth in the Guam Procurement Regulations.

V Prohibition against Contingent Fees:

The Contractor represents that he has not retained any person or agency upon an agreement or understanding for a percentage, commission, brokerage, or other contingent arrangement, except for retention of bona fide employees or bona fide established commercial selling agencies, to solicit or secure this Agreement or any other contract with the government of Guam or its agencies.

VI Contractor's Warranty as to Employees and Sex Offenses. (*Guam Department of Public Health and Welfare, Division of Senior Citizens*) **Reference 5 GCA 5253 (b)**

Contractor warrants that no person providing services on behalf of the Contractor has been convicted of a sex offense under the provisions of Chapter 25 of Title 9 of GCA or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry. Contractor warrants that if any person providing services on behalf of Contractor is convicted of a sex offense under the provisions of Chapter 25 of Title 9 GCA, or an offense as defined in Article 2 of Chapter 28, Title 9 GCA, or an offense in another jurisdiction with, at a minimum, the same elements as such offenses, or who is listed on the Sex Offender Registry, that such person will be immediately removed from working at said agency and that the administrator of said agency be informed of such within twenty-four (24) hours of such conviction. Any contractor found in violation of this section, after notice from the Government of Guam, after notice from the contracting authority of such violation, shall within twenty-four (24) hours, take corrective action and shall report such action to the contracting authority. Failure to take corrective action with the stipulated period may result in the temporary suspension of the contract at the discretion of the Government of Guam.

VII Policy in Favor of Service-Disabled Veteran Owned Businesses P.L. 31-115 (September 20, 2011) 5 GCA § 5011 and § 5012

In the procurement of any supply or service, (except for professional services), if such supply or service is offered by a Service-Disabled Veteran Owned Business "SDVOB", as defined in 5 GCA § 5012, that is at least fifty one percent (51%) owned by service-disabled veteran(s), and if the supply or service is available within the period that is required for the procurement, and the price for the supply or service does not exceed one hundred five percent (105%) of the lowest bidder price, a preference shall be given to that SDVOB by the Government of Guam, and the supply or service shall be purchased from said SDVOB. This shall be in addition to any other procurement benefit the SDVOB may qualify for under Guam law. A business concern is a qualified SDVOB if: (a) the business concern is licensed to do business on Guam; (b) the business concern maintains its headquarters on Guam; (c) the business concern is at least fifty-one (51%) owned by a service-disabled veteran(s) who served in the active U.S. military service, was discharged or released under honorable conditions and whose disability is service-connected as demonstrated by a DD214, and certified by an award letter from the U.S. Department of Veterans Affairs; the DD214 and Disability award letter from U.S. Department of Veterans Affairs are submitted to the Government of Guam procuring agency for every service offered; and the service disabled veteran(s) owner(s) of the business concern has filed individual tax returns on Guam for a period of at least three (3) consecutive years.

VIII Term: (Multi-Term)

The term of this contract shall be upon signing of Contract and expiring on September 30, 2013 with an option to renew for Two (2) addition Fiscal Years. Renewal options will be one fiscal year at a time, based upon availability of funds.

In the event funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal period, the contract shall be canceled and the contractor shall be reimbursed or the reasonable value of any non-recurring costs incurred but not amortized in price of supplies or services delivered under the contract. The cost of cancellation may be paid from any appropriations available for such purposes. The Government of Guam shall notify Contractor on a timely basis in writing that the funds are, or not, available for the continuation of the contract for each succeeding fiscal period. The multi-term period as set forth in this clause, does not affect either the Government of Guam's rights or the Contractor's rights under any termination clause of this contract.

IX Bid Price/Escalation Clause: (Multi-Term)

The bid price offered by the Bidder, shall remain the same throughout the initial contract term. Escalation cost of no more than 5% may be considered on the basis of rapid and substantial price fluctuations of an unknown nature (i.e., gasoline, oil, etc.) and is subject to adjustment. Escalation cost will be in effect based upon availability of funds and written approval by the Director, Department of Public Health and Social Services.

X Public Law 30-168, Prohibiting Discrimination for the Government of Guam Programs Solely on the Basis of Conviction of Status Offense.

The Bidder shall comply with the provision of this mandate in which *no* private entity that receives Government of Guam funding for any of its program may, *solely* on the basis of conviction of a status offense, discriminate against any person who would otherwise be eligible. Status offenses referenced above relates to truancy, possession of alcohol, or possession of tobacco.

XI Public Record.

The DPH&SS, DSC shall assume without a specific written designation that all elements of the IFB are a matter of public record.

XII Monitoring.

The Bidder cannot deny DPH&SS, DSC when it is conducting monitoring activities. Monitoring may include on-site observation of activities and/or staff, facility inspections, and discussions with clients regarding the effectiveness of the program. All documents related to the operations and delivery of services is subject to review by the DPH&SS, DSC.

XIII Program Specific Audit.

The DPH&SS, DSC reserves the right to have a Program Specific Audit performed by an independent auditing firm on this program. The Bidder shall extend their full cooperation in submitting requested information to the auditors in a timely manner.

XIV Assign or Subcontract.

The Bidder shall not assign or subcontract the Agreement, or any sum becoming due the Bidder the provisions of the Agreement, without prior written consent of the DPH&SS, DSC.

MANDATORY DISPUTES CLAUSE (2 GAR Div. 4 §9103(g))

Pursuant to the Guam Administrative Rules and Regulations, the following provisions shall govern controversies or disputes between Department and Bidder:

The Parties agree to attempt resolution of all controversies which arise under, or are by virtue of, this Agreement through mutual agreement. If the controversy is not resolved by mutual agreement, then Bidder shall request Department in writing to issue a final decision within sixty (60) days after receipt of the written request. If Department does not issue a written decision within sixty (60) days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then Bidder may proceed as though Department had issued a decision adverse to Bidder.

Department shall immediately furnish a copy of the decision to Bidder, by certified mail with a return receipt requested, or by any other method that provides evidence of receipt. DPHSS's decision shall be final and conclusive, unless fraudulent or unless Bidder appeals the decision to the Office of Public Accountability. Bidder shall exhaust all administrative remedies before filing an action in the Superior Court of Guam in accordance with applicable laws.

Bidder shall comply with Department's decision and proceed diligently with performance of this Agreement pending final resolution by the Office of Public Accountability of any controversy arising under, or by virtue of, this Agreement, except where Bidder claims a material breach of this Agreement by Department. However, only where Department makes a written determination that continuation of work under the contract is essential to the public health and safety, and such determination is supported by substantial facts, then Bidder shall proceed diligently with performance of the Agreement.

MISCELLANEOUS PROVISIONS

(i) **Severability.** The provisions of this Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of this Contract, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible in accordance with applicable law, preserves the original intentions and economic positions of the parties.

(ii) **No Waiver.** No failure or delay by either party in exercising any right, power or remedy will operate as a waiver of such right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If either party waives any right, power or remedy, such waiver will not waive any successive or other right, power or remedy the party may have under this Contract

(iii) **Assignment, Successors and Assigns.** Neither party may assign or otherwise transfer this Contract or any of the rights that it grants without the prior written consent of the other party. Any purported assignment in violation of the preceding sentence will be void and of no effect. This Contract will be binding upon the parties' respective successors and permitted assigns.

(iv) **Scope of Contract.** Refer to Invitation for Bid No. GSA-009-13 is incorporated with this agreement.